



City of Avondale

City Council Meeting

Monday, April 18, 2022

Mayor and Council

Kenneth Weise, Mayor

Veronica Malone, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member

Curtis Nielson, Council Member | Mike Pineda, Council Member

Gloria Solorio, Council Member

Administration

Cherlene Penilla, Acting City Manager | Tracy Stevens, Deputy City Manager

Nicholle Harris, City Attorney | Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive

Avondale, AZ 85323



City Council Meeting
Notice & Agenda
Monday, April 18, 2022

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

**SPECIAL MEETING
5:30 PM**

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. EXCEPTIONAL STUDENT OF AVONDALE RECOGNITION (AVI STAR STUDENT)

City Council will recognize Avondale students from schools located in Avondale for their character and achievement. This item is for discussion only.

3. PUBLIC WORKS DEPARTMENT AWARDS

Public Works Department staff will present to City Council on two AZ Water Association's 2022 Awards received. Water System Project of the Year for its North Avondale Water Supply Project and Operations Supervisor of the Year. This item is for presentation only.

4. NEW EMPLOYEE INTRODUCTIONS

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

Economic Development Department

- Jaime Gonzales, Business Development Manager
- Liesl Limburg, Business Development Manager
- Stephanie Hippen, Resource Specialist
- Sussely Morales-Chmielewski, Brand Specialist
- Nikki Taylor, Destination Sale Manager

Information Technology Department

- Austen Fortenberry, IT Desktop Technician I
- Robert Douglas, IT Desktop Technician II

5. ADJOURNMENT

REGULAR MEETING

6:00 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 (Time is limited per person. Please state your name.)

3. CONSENT AGENDA

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

a. MINUTES

City Council will consider a request to approve the February 22 and March 7, 2022 City Council meeting minutes. The Council will take appropriate action.

b. SERIES 12 (RESTAURANT) LIQUOR LICENSE - NEW PENNY CAFE

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 Brittany Lee Salazar for the sale of alcohol at New Penny Cafe located at 735 North 114 Avenue in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

c. SERIES 12 (RESTAURANT) LIQUOR LICENSE - PARRY'S PIZZERIA AND TAPHOUSE

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 Andrea Dahlman Lewkowitz for the sale of alcohol at Parry's Pizzeria and Taphouse, located at 10485 West McDowell Road #107 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

d. WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT WITH BIF IV INTREPID OPCO LLC

City Council will consider a request to approve the Wired Telecommunications License Agreement with Intrepid OpCo LLC and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 1024-0422- 5TH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY FOR JURY SERVICES

City Council will consider a request to adopt Resolution 1024-0422, authorizing the 5th Amendment to the Intergovernmental Agreement (IGA) with the Maricopa County Superior Court to extend the IGA for an additional two-year term to provide jury services for the Avondale City Court, and authorize the Municipal Judge, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. ORDINANCE 2024- 0422 - ACCEPTING A DONATION OF REAL PROPERTY FOR A PUBLIC SEWER LIFT STATION AT ALAMAR

City Council will consider a request to adopt Ordinance 2024-0422, authorizing the acceptance of real property for a public sewer lift station located on El Mirage Road, approximately 2,800 feet south of Broadway Road in the Alamar development and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. ORDINANCE 2025-0422 – INDIAN SPRINGS ROAD ANNEXATION

City Council will consider a request to adopt Ordinance 2025-0422, approving a request by city staff, to annex approximately 15.3 acres of Indian Springs Road Right-of-Way from the existing City limits to 143rd Avenue and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action. The Council will take appropriate action.

h. ORDINANCE 2026-0422 - ORDINANCE FOR RIGHT OF WAY ABANDONMENT ALONG ROOSEVELT STREET

City Council will consider a request to adopt Ordinance 2026-0422, authorizing the abandonment of right of way along Roosevelt Street between North 114th Avenue and North Park Avenue and authorize the Mayor or Acting City Manager, City Attorney and the City Clerk to execute the necessary documents. The Council will take appropriate action.

i. ORDINANCE 2027-0422 - GRANTING A TEMPORARY CONSTRUCTION EASEMENT TO BROOKFIELD LAKIN, LLC

City Council will consider a request to adopt Ordinance 2027-0422 granting a Temporary Construction Easement to Brookfield Lakin, LLC, and authorize the Mayor or Acting City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. ORDINANCE 2028-0422 - AMENDING CHAPTER 13 OF THE AVONDALE CITY CODE RELATING TO LIQUOR LICENSE FEES

City Council will consider a request to adopt Ordinance 2028-0422, amending Chapter 13 of the Avondale City Code, removing the annual renewal requirements for businesses within the City of Avondale and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

4. REGULAR AGENDA

a. FISCAL YEAR 2023 CONTRIBUTIONS ASSISTANCE PROGRAM

City Council will receive a presentation from staff regarding an update on the Contributions Assistance Program, including an overview of eligibility requirements, funding levels and evaluation criteria for the Fiscal Year 2022-2023 Contributions Assistance Program. This item is for discussion only.

b. ORDINANCE 2029-0422 - PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF AVONDALE AND LEMONDS HOLDINGS, LLC

City Council will consider a request to adopt Ordinance 2029-0422, approving the Purchase and Sale Agreement between the City of Avondale and LeMonds Holdings, LLC for the properties located at 745-775 N 114th Avenue, also known as 765 N 114th Avenue, Suites 101-104, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The council will take appropriate action.

5. ADJOURNMENT

WORK SESSION
Convene immediately following the Regular Meeting

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION AND DISCUSSION OF RECOMMENDED FISCAL YEAR 2023 BUDGET

City Council will receive an overview of department budget supplemental requests and capital improvement plan for the fiscal year (FY) 2023 budget.

3. ADJOURNMENT

Council Members of the City of Avondale will attend either in person or by telephone or video conference call. Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica o por video. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT: Exceptional Student of Avondale Recognition (Avi Star Student)

MEETING DATE: 4/18/2022

TO: Mayor and Council

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

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.
-

PURPOSE:

City Council will recognize Avondale students from schools located in Avondale for their character and achievement. This item is for discussion only.

BACKGROUND:

The Avi Star Student recognition goes to an Avondale student(s) who are to be recognized for their achievements. The achievement may be academic, extracurricular or personal and highlights the impact the student has made for themselves, their family, school, or community.

DISCUSSION:

Avondale students will be recognized for their character and achievement.

BUDGET IMPACT:

None.

RECOMMENDATION:

This item is for information and discussion only.

Contact person for document distribution:

CITY COUNCIL REPORT

SUBJECT: Public Works Department Awards

MEETING DATE: 4/18/2022

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director, (623) 333-4417

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

The North Avondale Water Supply (NAWS) project enhances the beneficial use of the City's water portfolio, and is an innovative solution to provide system redundancy and capacity for future growth to ensure the City remains responsive and prepared for growing water service demands.

PURPOSE:

Public Works Department staff will present to City Council on two AZ Water Association's 2022 Awards received. Water System Project of the Year for its North Avondale Water Supply Project and Operations Supervisor of the Year. This item is for presentation only.

BACKGROUND:

The City of Avondale is entitled to 5,416-acre feet (AF) per year of Colorado River water delivered through the Central Arizona Project (CAP). On August 6, 2018 City Council approved an Intergovernmental Agreement with the City of Phoenix to allow the City of Phoenix to divert, treat, and transport a portion of Avondale's CAP water to a service interconnection with Phoenix's existing water distribution system near the intersection of 107th Avenue and Indian School Road in Phoenix. As part of the agreement, the City of Avondale was responsible for the construction of the Interconnect facility. The facility and associated infrastructure components were named the North Avondale Water Supply (NAWS) project.

The NAWS project officially started construction on April 23, 2020 and was substantially complete on January 15, 2021. The total project cost totaled \$9M and has been in successful operation since, bringing our Central Arizona Project allocation directly into Avondale's water distribution system.

DISCUSSION:

The City of Avondale, through Carollo Engineers, Inc., was selected for the AZ Water Association's 2022 Water System Project of the Year for the North Avondale Water Supply Project. The Public Works Department was presented the award at the AZ Water Conference Awards Reception at the Hyatt Regency hotel on

Wednesday, April 13th.

Also, one of Avondale's very own operators received an award for AZ Water Association's 2022 Large Treatment Plant Operations Supervisor of the Year and we would like to recognize this accomplishment.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: n/a

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 4/18/2022

TO: Mayor and Council

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

THROUGH: Cherlene Penilla, Acting City Manager, 623-333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other. The approval of this agenda item provides residents with access to a previous meeting's minutes, which includes a summary of the meeting. The minutes are posted online where residents can access and read the summary. The minutes provide another outlet for residents to connect with the City Council.

PURPOSE:

City Council will consider a request to approve the February 22 and March 7, 2022 City Council meeting minutes. The Council will take appropriate action.

BACKGROUND:

n/a

DISCUSSION:

n/a

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the February 22 and March 7, 2022 City Council meeting minutes.

Contact person for document distribution: Citlaly Salas

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
February 22, 2022

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 6:00 p.m.

Mayor Kenn Weise led the Pledge of Allegiance, followed by a moment of silent reflection.

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

Members Absent: None.

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Tracy Stevens, Deputy City Manager; Lindsey Duncan, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Cheryl Carrasco, Assistant Director of Human Resources; Ken Chapa, Economic Development Services Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Keith Fallstrom, Interim Finance and Budget Director; Bryan Hughes, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Callie McGraw, Interim Human Resource Director; Kevin Murphy, Development and Engineering Services Director; Dale Nannenga, Public Safety Chief; Marshall Pimentel, Intergovernmental Affairs Administrator; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: Approximately 15 members of the public were present.

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

2. UNSCHEDULED PUBLIC APPEARANCES

None.

3. PRESENTATION ITEMS

a. PROCLAMATION - JUNETEENTH DAY OF OBSERVANCE

City Council presented a Proclamation recognizing Juneteenth Day of Observance.

Mayor Weise read the proclamation into the record. Council Members spoke in support of the City's proclamation and its significance in terms of acknowledgement of the past and support for diversity and freedom.

4. CONSENT AGENDA

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

Mayor Weise asked if any Council Member wished to have an item removed from the Consent Agenda. Vice Mayor Malone requested items 4c and 4f be pulled from the Consent Agenda to be considered separately.

Council Member Pineda made a motion to approve the Consent Agenda with the exception of agenda items 4c and 4f, seconded by Council Member Conde.

Upon vote, the motion carried unanimously 7 to 0.

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

a. MINUTES

City Council approved the January 10, 2022 City Council meeting minutes.

b. LIQUOR LICENSE - SERIES 12 (RESTAURANT) AND SERIES 7 (BEER & WINE BAR) - TAP 2

City Council recommended approval to the Arizona Department of Liquor License and Control of: (a) an application for a Series 12 (Restaurant) Liquor License; (b) an application for a Series 7 (Beer and Wine Bar) submitted by David Oscar Quintana for the sale of alcohol at TAP 2, located at 745 North 114th Avenue, #101 in Avondale; and (c) authorized the City Clerk to execute the necessary documents.

c. BUDGET AMENDMENT-LITTLETON ELEMENTARY SCHOOL HAWK INSTALLATION PROJECT

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

d. ARIZONA COMPLETE HEALTH FINANCIAL AGREEMENT AMENDMENT

City Council approved the Financial Assistance Agreement with Arizona Complete Health Arizona, Inc. (AzCH) to receive funds for sustainability and enhancement of the operation of the Arizona Complete Health Avondale Resource Center in the amount of \$340,429.63 and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

e. RESOLUTION 1012-0222 - CONTRACT WITH HEINFELD, MEECH & CO., P.C. TO PROVIDE FINANCIAL AUDITING SERVICES.

City Council adopted Resolution 1012-0222 authorizing Heinfeld, Meech & Co., P.C. to provide financial auditing and consulting services to the City and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 1013-0222 - INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF GILBERT FOR LAW ENFORCEMENT TRAINING

City Council adopted Resolution 1013-0222, authorizing an Intergovernmental Agreement with the Town of Gilbert for Law Enforcement Training. This item was pulled from the consent agenda for further discussion. Item is listed below in more detail.

g. RESOLUTION 1014-0222 - TITLE VI IMPLEMENTATION PLAN RELATING TO PUBLIC TRANSPORTATION SERVICES

City Council adopted Resolution 1014-0222, adopting the City of Avondale Title VI Implementation Plan relating to public transportation in order to ensure compliance with the applicable requirements and be entitled to receive federal funds for the transit program; the Title VI Implementation Plan will continue to provide the community with access to transit and transit amenities without regard to race, color, or national origin and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

h. ORDINANCE 2009-0222 – SALE OF REAL PROPERTY LOCATED WEST OF THE SOUTHWEST CORNER OF FAIRWAY DRIVE AND VAN BUREN STREET

City Council adopted Ordinance 2009-0222, authorizing the sale of approximately 265,234 square feet of real property located west of the southwest corner of Fairway Drive and Van Buren Street, Assessor Parcel Number 500-27-014, and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

i. ORDINANCE 2010-0222 - AMENDING SECTIONS OF CITY CODE, RELATING TO DUTIES OF THE CITY ATTORNEY

City Council adopted Ordinance 2010-0222, approving changes to the City Code related to the duties of the City Attorney and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

j. ORDINANCE 2011-0222 - AMENDING CHAPTER 23, ARTICLE I AND ARTICLE II OF THE CITY CODE RELATING TO TRAFFIC

City Council adopted Ordinance 2011-0222, amending City Code Chapter 23, Traffic, Sections 23-10 (Use of vehicle upon private property) and 23-64.1 (Unpaved areas) and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

THE FOLLOWING ITEMS WERE PULLED FROM THE CONSENT AGENDA TO
BE VOTED ON SEPARATELY:

**c. BUDGET AMENDMENT-LITTLETON ELEMENTARY SCHOOL HAWK
INSTALLATION PROJECT**

City Council authorized a budget amendment in the amount of \$280,000 from the Unanticipated Revenue line item for the Littleton Elementary School HAWK (High Intensity Activated Cross Walk) installation Project in Development and Engineering Services, and authorized administrative award authority for the project.

Vice Mayor Malone expressed the importance of the project on this very busy roadway, particularly in terms of child crossings. She requested an update on the awaited approval from the railroad regarding the ad hoc sign.

Kevin Murphy, Development and Engineering Services Director, stated that staff has met with Maricopa County as the signal cannot operate without a tie-in with the signal managed by Maricopa County. The amendment allows the City funding to purchase materials with a goal for installation prior to the start of the new school year.

In response to a question from Council Member Nielson, Mr. Murphy explained the crossing mechanism and process.

Vice Mayor Malone moved to authorize a budget amendment in the amount of \$280,000 from the Unanticipated Revenue line item for the Littleton Elementary School HAWK (High Intensity Activated Cross Walk) installation Project in Development and Engineering Services, and authorized administrative award authority for the project; Council Member Nielson seconded the motion.

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

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

**f. RESOLUTION 1013-0222 - INTERGOVERNMENTAL AGREEMENT WITH
THE TOWN OF GILBERT FOR LAW ENFORCEMENT TRAINING**

City Council adopted Resolution 1013-0222, authorizing an Intergovernmental Agreement with the Town of Gilbert to utilize their sworn basic training academy for the training of new police recruits and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

Vice Mayor Malone invited Chief Espinoza to speak about the schedule and process for Avondale Officers going to Gilbert daily. Memo Espinoza, Police Chief, stated that two months ago, the City of Phoenix Regional Academy informed agencies that they would no longer be training recruits. As such, Avondale looked for other options and identified an opportunity with the City of Gilbert. The distance for the five recruits to travel is not ideal; however, this is a temporary fix. A vehicle will be provided for the recruits to travel to and from training. A recruit training officer will participate in the academy to assist the Avondale recruits. This officer will be required to drive a separate City vehicle.

Vice Mayor Malone asked Chief Espinoza to speak about the intergovernmental agreement. Chief Espinoza stated that when the City of Phoenix informed other municipalities that they would no longer be training recruits, the West Valley Chiefs met and discussed this as an opportunity to develop their own academy. The West Valley Academy will open in September of 2022 in conjunction with Goodyear, Glendale and Surprise. The City of Goodyear will have the first training sergeant.

Vice Mayor Malone asked about the maximum number of recruits trained through the City of Phoenix Academy and how many are planned for the West Valley Academy. Chief Espinoza stated that the City of Phoenix roster varied depending on the number of recruits. There will be more control over the roster with no more than 40 recruits at a time.

Vice Mayor Malone asked about the number of officer vacancies in Avondale. Chief Espinoza stated that currently, there are 11 vacancies. However, one recruit and one lateral officer will begin training in two weeks. A class of five individuals is also going to the March 21st academy. On July 1st, when Avondale took over Litchfield Park, six officers and one sergeant were lost immediately to the new contract with Litchfield Park.

In response to a question from Council Member Pineda, Chief Espinoza stated that the academy will take place on Glendale Avenue east of 123rd Avenue.

Council Member Kilgore asked whether the City considered the training facility in Mesa. Chief Espinoza confirmed that all locations were considered, including an academy in Prescott. The Mesa academy had a start date of May and it made more sense to begin sooner through Gilbert. Council Member Kilgore asked whether any officers have been lost to lateral opportunities. Chief Espinoza stated that in each of the years 2021 and 2022, one officer was lost to another agency. In 2020, two officers were lost to lateral moves. However, quite a few were lost to resignations of individuals who were moving away from careers in law enforcement and several retirements. Avondale also benefits from lateral moves into the City. The City offers an 80/40 program and officers coming to Avondale in a lateral move will receive 80 hours of added vacation time as well as 40 hours of sick time.

Council Member Solorio commended City staff for their outreach efforts, particularly on Instagram, to engage the community in efforts to obtain quality personnel.

Mayor Weise commented on the quality of Gilbert's new facility and concurred that the distance is challenging. Many years ago, Avondale signed an agreement with Glendale for their public safety facility. He asked about the impetus for moving away from the City. In addition, he inquired as to whether training was limited to fire and whether it included police. Chief Espinoza said the City maintains the contract and utilizes the facility quite a bit. Avondale uses the range for firearms qualifications and uses the facility classrooms on occasion. Glendale also had a driving track.

Vice Mayor Malone moved to adopt Resolution 1013-0222, authorizing an Intergovernmental Agreement with the Town of Gilbert to utilize their sworn basic training academy for the training of new police recruits and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents; Council Member Conde seconded the motion.

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

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

5. REGULAR AGENDA

a. RESOLUTION 1015-0222 - AMENDMENT TO THE PERSONNEL POLICIES AND PROCEDURES FOR CHAPTER 6 EMPLOYEE BENEFITS - HOLIDAY LEAVE

City Council considered a request to adopt Resolution 1015-0222, approving the proposed amendments to the Personnel Policies and Procedures, Chapter 6 Employee Benefits as it relates to holiday leave, and authorize the City Manager, City Attorney, and City Clerk to execute the necessary documents.

Cheryl Carrasco, Assistant Director of Human Resources, stated that as a result of the Juneteenth Proclamation, an adjustment is being made to add additional holiday bank hours. Holiday bank hours would be modified to increase from 88 to 96 hours. Changes will also be made as to how the hours are allotted. Currently, holiday bank hours are done in two allotments: 50 hours for the first half and 38 hours to the second half of the year. The 38-hour allotment will be changed to 46 hours. In addition, there will be modification of the days eligible for differential pay for those individuals performing work on the holiday. Juneteenth will be included. There will be budget impacts and additional holiday

compensation. The recommendation has been reviewed by City Management, human resources staff and some City employees.

Council Member Nielson moved to adopt Resolution 1015-0222, approving the proposed amendments to the Personnel Policies and Procedures, Chapter 6 Employee Benefits as it relates to holiday leave, and authorize the City Manager, City Attorney, and City Clerk to execute the necessary documents; 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 Nielson	Aye
Council Member Pineda	Aye
Council Member Solorio	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye

Note from the City Clerk: Items 5b and 5c were presented together and voted on individually.

b. PUBLIC HEARING AND ORDINANCE 2012-0222 - QUIKTRIP - REZONING FROM AG TO C-3 - APPLICATION PL-20-0031

City Council held a public hearing and considered a request to adopt Ordinance 2012-0222, approving a request by Tim Reardon, MCR Companies, on behalf of property owner FER Properties, to rezone approximately 7.37 gross acres of land located at the southwest corner of McDowell Road and 107th Avenue from Agricultural (AG) to Freeway Commercial (C-3). The Freeway Commercial zone accommodates a range of commercial uses including office, medical, hospitality, retail, and restaurants that serve a community-wide to regional trade area along freeway corridors. There is an accompanying Conditional Use Permit request that is contingent upon City Council approval of the rezoning request described above. The rezoning request applies to 7.37 gross acres inclusive of the 5.74 net acre.

Michelle Simerdla, Senior Planner, Development and Engineering Services, provided an overview of the site location, attributes and surrounding uses. The proposal is for a 4,993 square foot QuikTrip gas station and convenience store as well as two vacant pads and a potential IMS parking lot expansion. Staff supports the C-3 District as it is in conformity with the Freeway Commercial Land Use designation. It will result in compatible land use relationships. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer. The development will conform to the C-3 development standards and the Commercial and Industrial Design Manual. It will enhance the corridor and provide an economic boost to the area.

The Conditional Use Permit was reviewed, which will allow for a gas station/convenience store. There will be 16 fuel pumps and a seating area. Access will be right-in, right-out-only movements on McDowell Road. 107th Avenue will provide three-quarter access.

Conceptual designs were reviewed. Staff supports the Conditional Use Permit, as it aligns with the Freeway Commercial General Plan designation. The project will further several goals in the General Plan, including encourage development that will increase sales tax revenue. A gas station is a suitable use for the corner of two major arterial roads. The preliminary plans meet development standards. There is appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use. It will provide goods and services for current and future Avondale residents.

All required notifications have been completed. The neighborhood meeting had one attendee with topics of discussion including access, color scheme and number of pumps. There were four comments on aVOICE. One was a statement of support, as long as the site is maintained in a clean manner. Another indicated support for QT. One comment stated no support for another QT in Avondale. Another commenter expressed concern regarding traffic. The Planning Commission voted to recommend approval and staff recommend approval.

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. There were no comments from Council Members.

Council Member Pineda moved to adopt Ordinance 2012-0222, approving Application PL-20-0031, request to rezone approximately 7.37 gross acres of land located at the southwest corner of McDowell Road and 107th Avenue from Agricultural (AG) to Freeway Commercial (C-3), subject to five (5) conditions listed in the staff report; Council Member Solorio seconded the motion.

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

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

c. PUBLIC HEARING - QUIKTRIP - CONDITIONAL USE PERMIT - APPLICATION PL-20-0073

City Council held a public hearing and considered a request by Tim Reardon, MCR Companies, on behalf of property owner FER Properties, for approval of a Conditional Use Permit (CUP) to allow for a gas station with a convenience store. The subject property includes approximately 5.73 net acres of land located at the southwest corner of McDowell Road and 107th Avenue. There is a concurrent request to rezone the property from Agricultural (AG) to Freeway Commercial (C-3). City Council approval of a CUP is required for a gas station with a convenience store in the C-3 district. The CUP approval

is contingent on Council approval of the rezoning request. The Council will take appropriate action.

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

Council Member Conde cited the high traffic area of McDowell and the situations that typically arise, including solicitation and panhandling. The applicant was invited to speak. Ed Bull, Burch & Cracchiolo, stated that years ago, he had the opportunity to work in Avondale on the two QT sites on Dysart and Thomas and across the street from City Hall. These two sites are extremely well-maintained, and loitering is not an issue. In terms of training and policy, their staff are trained to monitor the approximately 20 cameras located onsite. They are also trained on relationships and communication with law enforcement and the processes to follow in terms of loitering or other onsite issues.

Council Member Conde asked about the potential for a part-time security officer at the new location. Mr. Bull stated that through experience, the process begins with installation and monitoring by the many cameras onsite. If these regular practices work well, security staffing is not always necessary. QT will bring in additional private security, if needed. Council Member Conde cited the need for no loitering signs.

Mayor Weise commented that it is not up to Avondale Police Department to police a private business. Having signs prohibiting panhandling, loitering, and trespassing is an important tool towards promoting an atmosphere of safety for residents.

Vice Mayor Malone expressed concern regarding proximity to the I-10 and high traffic volumes. The applicant agreed to work with the police department on any of the recommendations. Nicholle Harris, City Attorney, stated City Council can request a stipulation as part of the Conditional Use Permit approval and no additional Ordinances are needed.

Council Member Nielson pointed out an area on the site map that seemed hidden from cameras and vulnerable to loitering or other unwanted activities. Ms. Simerdla identified the use of the vacant properties.

Council Member Pineda stated that he was happy to see the development, given that the recommendations on security and safety are addressed. Residents will be happy to have access to a convenience store, given the distance to other similar stores in the area. He asked about safe access for large delivery trucks. Mr. Bull said that trucks will use the right-in, right-out access points.

Council Member Kilgore concurred with the comments from the Council Members, noting the importance of ensuring residents and patrons are safe. He questioned the delivery trucks ability to safely enter the site. Mr. Bull noted the trucks will use the right-in and

right-out access following the standards and guidelines for turning movements. Council Member Kilgore expressed his appreciation to for the project coming to the site.

Mayor Weise commented that this facility and its services will benefit the community and are appropriate for the freeway corridor. Appropriate signage and staff training are important for the safety of residents.

Council Member Solorio moved to approve Application PL-20-0073, a request for approval of a Conditional Use Permit to allow for operation of a gas station with a convenience store, subject to three (3) conditions listed in the staff report; 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 Nielson	Aye
Council Member Pineda	Aye
Council Member Solorio	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye

Note from the City Clerk: Items 5d and 5e were presented together and voted on individually.

d. PUBLIC HEARING AND ORDINANCE 2013-0222 - M&P TRANSPORT COMPANY – REZONE – APPLICATION PL-21-0131

City Council held a public hearing and considered a request to adopt Ordinance 2013-0222, approving a request by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., on behalf of the property Galaxy II Land LLC, to Rezone approximately 27.6 acres generally located one-half mile south of the Lower Buckeye Road and Litchfield Road intersection on the east side of Litchfield Road from Agriculture (AG) and Manufactured Home Park (MH) to General Industrial (A-1). The proposed M&P Transport Company project will allow for pneumatic trailers that are dispatched to deliver construction materials such as cement, fly ash, and lime. A Conditional Use Permit in conjunction with this request for the operation of a truck and trailer fueling, dispatch and weighing station as part of its overall business operations on the 27.6-acre subject property is being processed under a separate application.

Eric Fitzer, Planning Manager, Development and Engineering Services, provided an overview of the site location, attributes and surrounding uses. Both applications were approved by the Planning Commission on January 19, 2022.

The business operations details were reviewed. The business utilizes pneumatic trailers to deliver construction materials with 150 employees. The fueling and dispatch requires a CUP. There is a truck and trailer storage on site for business operations as well as a

truck washing facility. The project includes a 10,064 square foot office and 13,025 square foot workshop building.

General Industrial (A-1) zoning is in conformance with the Industrial General Plan land use. It will result in compatible land use relationships. The development advances the goals of the General Plan. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer. Conceptual designs and elevations were reviewed.

The CUP analysis finds that the development aligns with the Industrial General Plan designation and furthers several goals in the General Plan. It is compatible with industrial development zoning to the north and with future land uses. The preliminary site plan and landscape plan meet development standards. There is appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the use.

All required notifications were completed. The neighborhood meeting had three attendees. Concerns included industrial use, traffic, manufactured home property being developed and a broken barbed wire fence specific to the City-controlled right-of-way area. Staff recommends adoption of the ordinance and the application.

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

Council Member Conde asked for confirmation that the site would be used to load and deliver cement, fly ash, and lime. Shaine Alleman, Tiffany & Bosco, P.A., clarified that the trucks leave empty from the lot, pick up, deliver the material, and come back empty. Deliveries are made throughout Arizona with processing and storage of materials offsite.

Council Member Conde inquired as to traffic estimates. Mr. Alleman stated that the developer completed a required traffic study. The morning peak hour traffic count was 107 vehicles, including trucks and approximately 50 to 60 employees. The evening peak hour was approximately 86. The off-peak hours are approximately 20 to 30 percent of peak hour totals. The analysis determined no issues with capacity. A total of 45 trucks will operate with 24/7 operational hours. There will be onsite security. Council Member Conde inquired as to potential noise issue for neighbors. Mr. Alleman stated that any work performed on trucks must be completed inside the building facility, which will mitigate any noise issues. In response to a question by Council Member Conde, a block wall fencing will be constructed.

Council Member Solorio commented that this is a great area for development and the added jobs will be welcome.

In response to a question from Council Member Nielson, Mr. Alleman stated that all such businesses must follow local, state, and county regulations in terms of material, oil, and water handling.

Vice Mayor Malone noted the installation of lines by APS and asked if those actions will affect this property. Mr. Alleman said he was not aware of any effects; however, this would potentially be addressed during the site plan design review process.

Mayor Weise commented on the quality design of the building. This is an industrial area and he appreciates that there will be no onsite loading and unloading that may affect air quality. It is good to know that traffic counts will be lower than expected. He is in favor of the development.

Council Member Nielson moved to adopt Ordinance 2013-0222, approving application PL-21-0131 M&P Transport Company a request to Rezone approximately 27.6 acres from Agriculture (AG) and Manufactured Home Park (MH) to General Industrial (A-1), subject to 7 conditions of approval as listed in the staff report; 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 Nielson	Aye
Council Member Pineda	Aye
Council Member Solorio	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye

e. PUBLIC HEARING – M&P TRANSPORT COMPANY – CONDITIONAL USE PERMIT – APPLICATION PL-21-0132

City Council held a public hearing and considered a request by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., on behalf of the property Galaxy II Land LLC, for approval of a Conditional Use Permit to allow for the operation of a truck and trailer fueling, dispatch and weighing station as part of its overall business operations on a 27.6-acre property generally located one-half mile south of the Lower Buckeye Road and Litchfield Road intersection on the east side of Litchfield Road.

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 Malone moved to approve Application PL-21-0132 M&P Transport Company Conditional Use Permit subject to conditions two (2) conditions of approval as listed in the staff report; Council Member Pineda seconded the motion.

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

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

6. ADJOURNMENT

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

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

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

Meeting adjourned at 7:13 p.m.

A **Work Session** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 7:20 p.m.

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

Members Absent: None.

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Tracy Stevens, Deputy City Manager; Lindsey Duncan, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Tony Corsi, Fire & Medical Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Keith Fallstrom, Interim Finance and Budget Director; Bryan Hughes, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Kevin Murphy, Development and Engineering Services Director; Dale Nannenga, Public Safety Chief; Marshall Pimentel, Intergovernmental Affairs Administrator; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: Approximately five members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. AVONDALE AQUATIC CENTER UPDATE – DESIGN PRESENTATION AND BUDGET UPDATE

City Council received an update from Parks and Recreation staff on the Avondale Aquatic Center, including current design and budget status. This item was for discussion only.

Bryan Hughes, Parks and Recreation Director, provided a recap of the site location, basic details, and process overview. Desired features were identified as: Learn to swim classes; competitive swimming and diving; instructional programs, such as lifeguarding courses and kayak roll clinics; recreational swimming; lap swimming; exercise and aerobic classes; events rentals; scuba diving; and group gathering space. Photographs of similar facilities were reviewed. Staff recently shared the current design plan with the Agua Fria High School District, Tolleson Unified High School District, and representatives of the Michael Phelps Foundation. The site plan, designs, and color renderings were reviewed.

The original cost estimate was \$16 million, with \$6 million budgeted this fiscal year. \$10 million was projected to be included in the next fiscal year. Based on the estimates of the Construction Manager at Risk (CMAR) and after reviewing 30 percent design schematics, the construction estimate is now \$25 million, which does not include \$5 million for design, preconstruction, IT security infrastructure and permit fees. The increases are as a result of rising prices for building materials, availability of qualified subcontractors, lack of competitive bids from specialty pool contractors, COVID supply and labor impacts. In terms of the original budget, \$14 million was derived from the sale of bonds and \$2 million from the general capital fund. If the project proceeds, \$14 million in additional funding will need to be addressed during the development of the Fiscal Year 2023 budget.

Mayor Weise stated that the community has been asking for a facility such as this for as long as he has served on the City Council. While acknowledging the price increase, it is also important not to cut back on the scope and vision of the project.

Council Member Solorio suggested more use of the City branding colors in the project. Mr. Hughes stated that there is time to make changes to design elements.

Council Member Kilgore commended the design quality and concept. He spoke positively on the fact that City Council feedback was incorporated into the project. The lazy river is nice, balanced, and has an asymmetrical feel that flows well with the project. As an artist, he understands why the color pallet was selected as it is soothing and subtle, but powerful. He shared a story about a student raving about the splashpad at Friendship Park and he knows the aquatic center will bring the same type of excitement. He commented on the basketball court and the competition pool. In response to a question by Council Member Kilgore, the school districts shared positive comments on the design.

Mayor Weise expressed interested in different color concepts.

Council Member Nielson suggested consideration for solar elements where possible.

Council Member Pineda commended the space for food trucks and providing snacks on property.

Council Member Conde expressed excitement for the project. In response to a question by Council Member Conde, Mr. Hughes stated there is artificial turf for blankets and some seating areas throughout.

Vice Mayor Malone commended the design and provided feedback on color choices.

Keith Fallstrom, Interim Finance and Budget Director, stated that City revenues continued to be higher than forecasted. The City also has some savings to consider. Overall, when developing the fiscal year 2023 budget, these costs have been incorporated into the planning. Details will be covered in future work sessions.

In response to a question from Council Member Pineda, Mr. Hughes stated that the City's partners have not been asked to contribute funding; however, partners have indicated a willingness to pay their fair share of operating costs for use of the facility.

Kelsey English, the new Recreation Coordinator for Special Events, was introduced. Ms. English provided a brief summary of her background and experience.

3. AVONDALE'S PUBLIC TRANSIT PROGRAM UPDATE

City Council received an update from Public Works staff on the current status of Avondale's Public Transit program and proposed changes that were presented to Council and discussed previously on November 1, 2021. This item was for discussion only

Matthew Dudley, Transit Manager with the Public Works Department, gave a review of the recommendations of Maricopa Association of Government's (MAG) transit study. This included a change in Zoom service due to low ridership and implementation of a microtransit program.

During the previous presentation to Council, discussion focused on ridership, partnerships, microtransit operations, and fares. Ridership for bus and light rail sits at 50 percent lower than pre-pandemic levels. Express ridership is down 80 percent. In Avondale, the Zoom bus ridership has dropped from 175,000 in 2017 to 70,000 last fiscal year. In terms of partnerships, both Goodyear and Tolleson have indicated their intent to end their partnerships with Zoom later this year. Goodyear's City Council voiced support for microtransit and working with Avondale on a federal joint procurement. Goodyear has offered use of its park and ride facility for Zoom. Valley Metro will use the facility as a layover location.

Staff believes that given technology is one of the main components of microtransit, they feel confident that travel patterns and ridership information will help deliver a service that residents will want to use. The passenger feedback elements will assist to determine

virtual stops. Microtransit allows flexibility for quick program adjustments when compared to fixed route transit. Microtransit is similar to ride share services such as Uber or Lyft but will be cheaper for residents to use. Bike racks will be on all vehicles. The current Zoom fare is 50 cents and is one of the only circulators in the region to charge a fare. There has been some frustration with the fare collection process, as it utilizes an old-style coin drop system. Those who do not have proper change must use an entire dollar bill or choose to forego the ride. The system does not allow for use of Valley Metro passes.

The new proposed configuration will allow residents to try the new service risk-free. Once ridership is reevaluated, a determination can be made to make modifications. A current ridership map and new proposed route were reviewed. Valley Metro will conduct a Title VI analysis to determine if any of the changes disproportionately impact minority or low-income populations. This will be accompanied by a public outreach process. Staff is in the final stages of RFP development to select a turnkey contractor. This week, the City is sending the microtransit procurement documents to the City of Phoenix, which is a necessary step, as the City is seeking federal funds to offset the cost of the program in the future. Once approved by Phoenix, the RFP will be released to interested vendors. It is expected that a vendor will be selected in late spring, to go live in early Fiscal Year 2023. The proposed microtransit map was reviewed.

Mayor Weise commented on the exorbitant cost for low ridership. The City's resources could be better used for greater impact. Zoom may not be the answer to some critical transportation needs, however microtransit may provide a better solution.

Council Member Kilgore thanked staff for the history of the project, noting he was not familiar with the microtransit concept prior to the presentation. He understands that ridership is low and remembers when ridership was up when the Zoom first opened. He noted how COVID has changed many areas and understands the need to revamp or revisit the transit options.

Council Member Nielson commented on the need to accommodate those with disabilities.

Mayor Weise commented on making tweaks to the system going forward as new technology becomes available.

In response to a question from Council Member Conde, Mr. Dudley stated that hours of operation would be according to MAG's recommendation as Monday through Friday from 7 a.m. to 7 p.m. The pilot program will be active for one year with expansion options.

Council Member Solorio commented on how microtransit is an amazing idea. She stated it is something that is needed after COVID has made people want to minimize their interaction with regular public transportation. Lastly, she noted lowering Avondale's carbon footprint through use of a microtransit program.

Council Member Pineda expressed hesitation to offer no-cost services up front, followed by the institution of fees at a later time. Mr. Dudley noted that fares collected for Zoom in Fiscal Year 2022 totaled \$22,000. The fare for microtransit will vary.

Vice Mayor Malone asked about evaluation of the ridership as the programs go into place. Mr. Dudley stated that staff is examining ridership numbers on a constant basis. A monthly ridership report is received from Valley Metro. Vice Mayor Malone asked what will be done with any unused bus stops going forward. Mr. Dudley said they will be repurposed where possible.

In response to a question from Mayor Weise, Mr. Dudley confirmed that surrounding municipalities are having similar issues with lower ridership levels. Mayor Weise commented that the relatively compact size of the City is a benefit in terms of transit services.

4. ADJOURNMENT

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

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

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

Meeting adjourned at 8:36 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 Regular Meeting and Work Session of the Council of the City of Avondale held on the 22nd day of February 2022. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Carrillo, City Clerk

Date Approved by City Council

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
ONLINE MEETING
March 7, 2022

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened using the Zoom Cloud Meeting platform in open and public session at 6:04 p.m. All participants attended by phone or video.

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

Members Absent (Excused): Council Members Bryan Kilgore and Gloria Solorio

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Tracy Stevens, Deputy City Manager; Lindsey Duncan, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Tony Corsi, Fire & Medical Director; Andrea Dumbrell, Human Resources Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Bryan Hughes, Parks and Recreation Director; Craig Jennings, Judge; Chris Lopez, Neighborhood and Family Services Director; Kevin Murphy, Development and Engineering Services Director; Dale Nannenga, Public Safety Chief; Marshall Pimentel, Intergovernmental Affairs Administrator; Abril Ruiz-Ortega, Court Administrator; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: Approximately five members of the public were present.

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

Marcella Carrillo, City Clerk, noted she received a request to speak from Julia Arnette but Ms. Arnette preferred to speak in person; therefore, she will be speaking at the next meeting.

2. PRESENTATION ITEM

a. HONORING LINDSEY DUNCAN

City Council presented a plaque to outgoing Deputy City Manager Lindsey Duncan for her dedicated service to the Avondale community. This item was for discussion only.

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.

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 Council Member Pineda, to approve the Consent Agenda.

Upon vote, the motion was carried unanimously 5 to 0.

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

a. FISCAL YEAR 2022 COMPENSATION ADJUSTMENT

City Council approved a 2.5% employee compensation increase, effective for the pay period beginning March 21.

b. AWARD AUTHORITY AMENDMENT FOR DEVELOPMENT & ENGINEERING SERVICES

City Council amended the Administrative Award Authority for professional contract services for FY2021-2022 and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

c. RESOLUTION 1016-0322 - FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT WITH MGN1 LLC

City Council adopted Resolution 1016-0322, approving a First Amendment to the Economic Development Agreement with MGN1 LLC for certain development timing obligations pertaining to the MGN1 property and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

d. ORDINANCE 2015-0322 - ABANDONMENT OF A PUBLIC DRAINAGE EASEMENT AT LIV AVONDALE

City Council adopted Ordinance 2015-0322, authorizing the abandonment of a public drainage easement located at LIV Avondale and authorized the Mayor or Acting City Manager, City Attorney and the City Clerk to execute the necessary documents.

e. ORDINANCE 2016-0322 - TEMPORARY FIRE ACCESS EASEMENT AGREEMENT WITH VIRTUA 99TH, LLC

City Council adopted Ordinance 2016-0322, accepting a Temporary Fire Access Easement Agreement through Virtua 99th, LLC's parcel located in Avondale Station, west of 99th Avenue and south of the Encanto Boulevard alignment and authorized the Mayor or Acting City Manager, City Attorney and City Clerk to execute the documents.

f. ORDINANCE 2017-0322 - INCREASING PUBLIC UTILITY EASEMENT FOR NEW FIRE STATION NO. 175

City Council adopted Ordinance 2017-0322, increasing the width of Public Utility Easement for Southwest Gas to provide service to new Fire Station No. 175 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. FINAL PLAT – FULTON HOMES ACCLAIM PHASE 1B – APPLICATION PL-21-0160

City Council approved a request by Ms. Tricia Baird, EPS Group, Inc., for approval of a Final Plat for Fulton Homes Acclaim Phase 1B, approximately 36.47 net acres located at the northwest corner of Thomas Road and 99th Avenue. Consistent with the Preliminary Plat approved by City Council on January 19, 2021, the proposed Final Plat will create 142 single-family residential lots and fifteen common area tracts for open space, landscaping, amenities, and retention areas, and will dedicate easements as needed to serve the future development. Resolutions forming a Maintenance Improvement District (MID) for all phases of the Fulton Homes Acclaim development were adopted by City Council on November 1, 2021 and recorded with the Maricopa County Recorder on November 15, 2021.

4. ADJOURNMENT

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

Upon vote, the motion was carried unanimously 5 to 0.

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

Meeting adjourned at 6:13 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 Regular Meeting of the Council of the City of Avondale held on the 7th day of March 2022. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Carrillo, City Clerk

Date Approved by City Council

CITY COUNCIL REPORT

SUBJECT: Series 12 (Restaurant) Liquor License - New Penny Cafe

MEETING DATE: 4/18/2022

TO: Mayor and Council

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

THROUGH: Cherlene Penilla Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Diverse Recreation and Entertainment Opportunities – Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle.

The approval of this agenda item will promote Avondale community's social connectivity by providing a new social environment for family and friends. This item will increase visitor traffic to Avondale's local businesses.

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 Brittany Lee Salazar for the sale of alcohol at New Penny Cafe located at 735 North 114 Avenue in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

New Penny Cafe is a new establishment that is located at 735 North 114 Avenue, Avondale, AZ 85323 in Avondale. Issuance of a new Series 12 (Restaurant) liquor license is required to allow alcohol sales on the premises. Series 12 restaurant liquor licenses are exempt from the state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

DISCUSSION:

As required by state law and city ordinance, the application was posted for the required period of time. The Police, Fire & Medical, Development & Engineering Services and Finance Departments have reviewed the application and are recommending approval.

BUDGET IMPACT:

All liquor license fees have been paid in full.

RECOMMENDATION:

Staff is recommending 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 Brittany Lee Salazar for the sale of alcohol at New Penny Cafe located at 735 North 114 Avenue in Avondale.

Contact person for document distribution: Maria James

State of Arizona
Department of Liquor Licenses and Control

Created 02/23/2022 @ 02:47:11 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	NEW PENNY CAFE		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	735 N 114TH AVENUE AVONDALE, AZ 85323 USA		
Mailing Address:	[REDACTED]		
Phone:	[REDACTED]		
Alt. Phone:	[REDACTED]		
Email:	[REDACTED]		

AGENT

Name:	BRITTANY LEE SALAZAR
Gender:	Female
Correspondence Address:	735 N 114TH AVENUE AVONDALE, AZ 85323 USA
Phone:	[REDACTED]
Alt. Phone:	[REDACTED]
Email:	[REDACTED]

OWNER

Name:	QUEENDOM CONCEPTS LLC		
Contact Name:	BRITTANY LEE SALAZAR		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23156107	State of Incorporation:	AZ
Incorporation Date:	12/02/2020		
Correspondence Address:	735 N 114TH AVENUE AVONDALE, AZ 85323 USA		
Phone:	[REDACTED]		
Alt. Phone:	[REDACTED]		
Email:	[REDACTED]		

Officers / Stockholders

Name:	Title:	% Interest:
BRITTANY LEE SALAZAR	Managing Member	34.00
DENI MICHELLE BANACH	Managing Member	33.00
LAURA ANN HANSEN	Managing Member	33.00

QUEENDOM CONCEPTS LLC - Managing Member

Name: BRITTANY LEE SALAZAR
Gender: Female
Correspondence Address: 735 N 114TH AVENUE
AVONDALE, AZ 85323
USA

Phone: [REDACTED]

Alt. Phone: [REDACTED]

Email: [REDACTED]

QUEENDOM CONCEPTS LLC - Managing Member

Name: DENI MICHELLE BANACH
Gender: Female
Correspondence Address: 735 N 114TH AVENUE
AVONDALE, AZ 85323
USA

Phone: [REDACTED]

Alt. Phone: [REDACTED]

Email: [REDACTED]

QUEENDOM CONCEPTS LLC - Managing Member

Name: LAURA ANN HANSEN
Gender: Female
Correspondence Address: 735 N 114TH AVENUE
AVONDALE, AZ 85323
USA

Phone: [REDACTED]

Alt. Phone: [REDACTED]

Email: [REDACTED]

APPLICATION INFORMATION

Application Number: 167692
Application Type: New Application
Created Date: ~~11/03/2021~~ 02-23-2022

QUESTIONS & ANSWERS

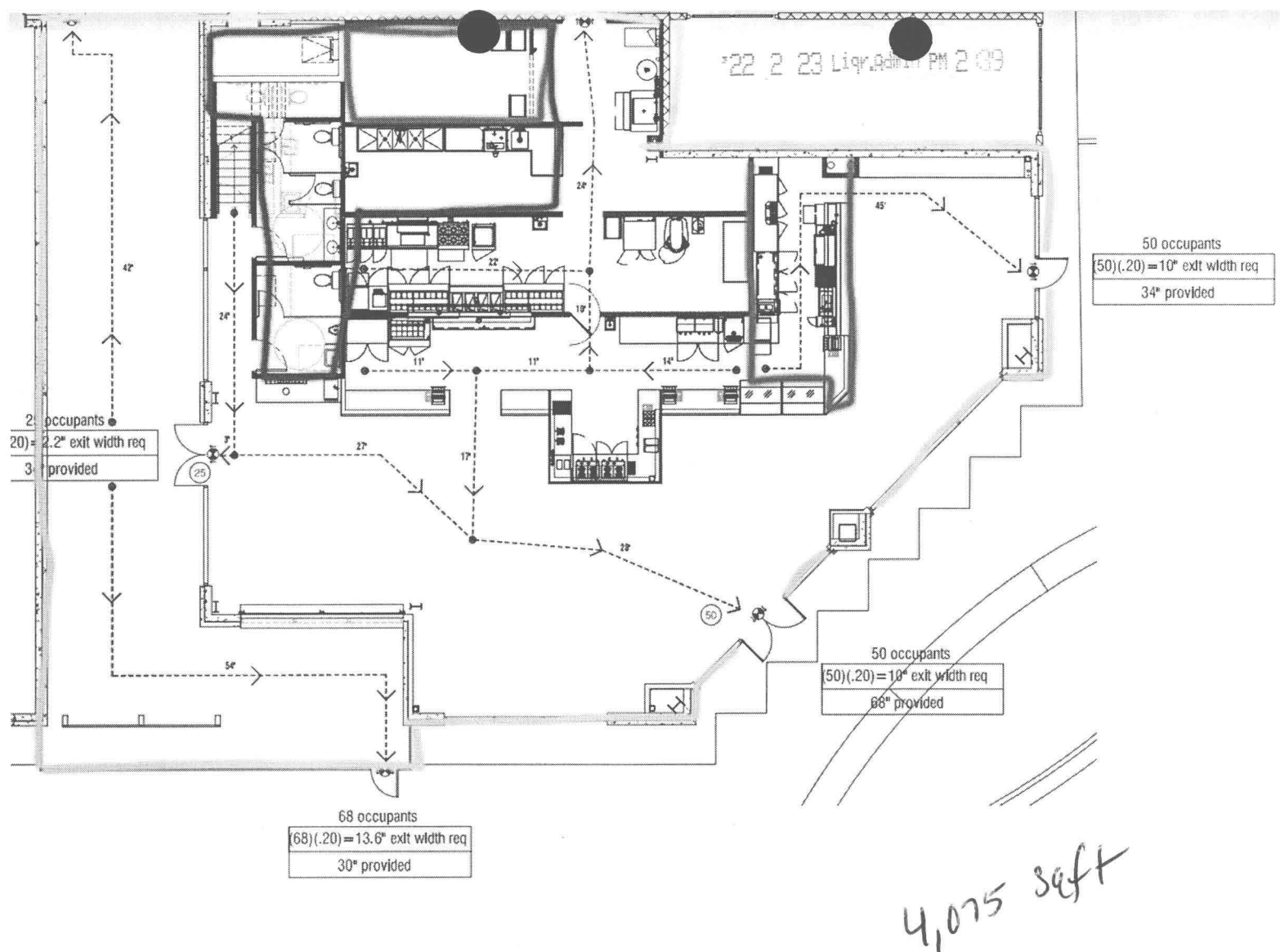
012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No

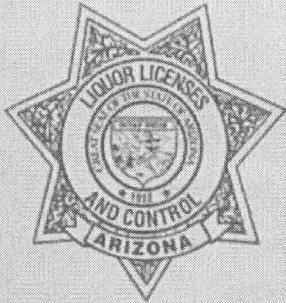
- 2) Are you one of the following? Please indicate below.
 Property Tenant
 Subtenant
 Property Owner
 Property Purchaser
 Property Management Company
 Property Tenant
- 3) Is there a penalty if lease is not fulfilled?
 Yes
 What is the penalty?
 Option Term. Provided, (A) Tenant is fully operating its business for the Permitted Use in all portions of the Premises; and (B) no "Event of Default" (as defined in Article 23) exists, Tenant may provide written notice (the "Option Notice") to Landlord not less than one hundred and eighty (180) days prior to the expiration of the Lease of Tenant's election to exercise the option to extend the Lease for the Option Term. The right to exercise the Option Term is personal to the named Tenant herein and may not be exercised by any person or entity other than Tenant or a permitted assignee. The right to extend the Lease for the option term is expressly conditioned on Tenant not being in Default at the time the Option Term commences. The Minimum Rent payable by Tenant during the Option Term shall be as set forth in ITEM 7 of the Cover Sheet.
- 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.
 \$250,000
- 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?
 Yes
 If yes, what is your estimated completion date?
~~February 10th, 2022~~ August 25, 2022

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
GROWLER APPLICATION	lic_12GrowlerApplication.pdf	11/03/2021
DIAGRAM/FLOOR PLAN	New Penny Cafe defined liquor area .pdf	11/03/2021
RESTAURANT OPERATION PLAN	Equipment Set- New Penny 2021.pdf	11/03/2021
MENU	New Penny Menu.pdf	11/03/2021
QUESTIONNAIRE	Liquor License App Pg 1.jpg	11/15/2021
QUESTIONNAIRE	Liquor License App Pg 2.jpg	11/15/2021
RECORDS REQUIRED FOR AUDIT	Liquor License Docs Pg 2.jpg	11/15/2021
	lic_alienstat_access.pdf	12/17/2021
	Resized_Resized_20210930_161153.jpg	12/17/2021
	IMG_3891 (1).jpg	12/17/2021



- Upstairs storage of liquor
- Perimeter of building including patio
- downstairs Liquor storage and dispensing



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*22 2 23 Liq.Admin PM 2:39

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

DLIC USE ONLY

Job #:

167692

RESTAURANT OPERATION PLAN

1. Name of restaurant (Please print): **New Penny Cafe**
2. List equipment below by Make, Model, and Capacity : (PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)

Grill	Thermostatic Griddle 60"- Imperial IR 6-c
Oven	Convection Oven Double Stack- Blodgett DFG- 100 Stacked
Freezer	Combo Walk-in Freezer- 4'-8"X9'-4" Bootz MFG
Refrigerator	Combo Walk-in Cooler 13'-7"X9'-4"- Bootz MFG
Sink	Wall Mnt Handsink W/Splash- Advance 7-PS-56 (5ea)
Dish Washing Facilities	3-Comp Sink Advance FC-3-1824-24RL
Food Preparation Counter (Dimensions)	60"X30" and 84"X30" and 72"X30"
Other	

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: [50]
(Do not include patio seating)
- b. Bar area of your premises: [+50]
- c. Total dining and bar seating capacity of your premises: [= 100]
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?) 20 %
7. What percentage of your public premises is used primarily for restaurant dining?
(Do not include kitchen, bar, hi-top tables, or game area.) 80 %

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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.)

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.

Position	How many
Cooks	6
Bartenders	4
Hostesses	NIA
Managers	3
Servers	NIA
Other (Cashiers)	12
Other (Supervisor)	4
Other (Team Member)	12

I, Brittany Salazar, 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]
(Signature of APPLICANT)

NOTARY

State of _____



DEANNE FORNEY
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 581285
MY COMMISSION EXPIRES
MARCH 08, 2024

The foregoing _____

was presented to me this _____

day of _____

Day

Month

Year

My Commission Expires on: _____

Date

Signature of Notary Public



Arizona Department of Liquor Licenses and
Control

800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

7/2/23 Ligt Admin PM 2:40

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

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) <u>Brittany Lee Salazar</u>, have read and understand all contents of the statement X (Signature) _____ Controlling Person / Agent My commission expires on: <u>03/08/2024</u>	State of _____ DEANNE FORNEY NOTARY PUBLIC - ARIZONA MARICOPA COUNTY COMMISSION # 581285 MY COMMISSION EXPIRES MARCH 08, 2024 of _____ Signature of NOTARY PUBLIC

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

*22 2 23 Liq.Admin PM 2:40

*22 2 16 Liq.Admin AM 8:18

NEW PENNY

OATMEAL

- GLUTEN FREE OATMEAL GARNISHED WITH BROWN SUGAR, BLUEBERRIES, HEMP HEARTS AND PEANUT BUTTER \$5
- GLUTEN FREE OATMEAL GARNISHED WITH GRAISINS, CINNAMON, SWEETENED CONDENSED MILK AND VANILLA \$5

AMENDMENT

BISCUITS & GRAVY

- FLAKY BISCUITS TOPPED WITH GENEROUS AMOUNT OF HOMEMADE SAUSAGE GRAVY \$10
- SPLIT PERSONALITY // HALF PLATE OF BÜGS AND HALF PLATE OF BISCUIT COVERED IN STRAWBERRY PUREE AND WHIPPED CREAM \$12

ARTISAN TOAST//SOURDOUGH OR SWEET TATER

- CLASSIC // AVOCADO, PICKLED ONION, FRIED EGG, PEPPER FLAKE, CHERRY TOMATO, ARUGULA \$10
- GUAC N ROLL // AVOCADO SMASH, BACON PIECES, QUESO FRESCO, ROASTED CORN, PEPITAS, AND A HOT HONEY DRIZZLE \$11
- LAVANULA // LAVENDER CREAM CHEESE, SLICED ALMONDS, HONEY DRIZZLE, BLUEBERRIES, AND BLACKBERRIES \$9
- PB&J // BANANA, STRAWBERRIES, PEANUT BUTTER, HEMP HEARTS, HONEY DRIZZLE \$9
- SOUTHWEST VEGGIE // ROASTED CHICKPEAS, GOAT CHEESE, CRISPY TORTILLA STRIPS, AVOCADO, ARUGULA, SOUTHWEST SAUCE \$10
- BL BLTIE // BBQ CHICKEN, SLAW, BLACK BEANS, ROASTED CORN, AVOCADO, FRIED EGG, CRISPY ONIONS \$10

SWEETS

- NOT SO FRENCH TOAST // FRYBREAD DUSTED WITH CINNAMON SUGAR SERVED WITH BUTTER, PRICKLY PEAR SYRUP AND BROWN SUGAR CREAM CHEESE DIP \$12
- PENNY CAKES // MINI DUTCH STYLE PANCAKES SERVED DULCE DE LECHE, MAPLE SYRUP, POWDERED SUGAR \$10

SAMMY'S

- BIG BOY // LARGE SAUSAGE PATTY, CHEDDAR CHEESE, FRIED EGG, SPUDS, TOPPED WITH OUR SAUSAGE GRAVY \$12
- VEGGIE SANDO // EGG WHITES, RED PEPPERS, TOMATO, GOUDA, ARUGULA, AVOCADO \$11
- BUILD YOUR OWN // CHOOSE YOUR BREAD, CHEESE, MEAT, ADD-ONS \$11
- BLVD CRISTO // FRIED EGG, HAM, PEPPER JELLY, CREAM CHEESE, PRICKLY PEAR SYRUP \$10
- MORNING MEAT // WCGG SAUCE, BACON, FRIED EGG, PICKLED JALAPENOS, TORTILLA STRIPS \$10
- TACOS // FILLED WITH EGG, POTATOS, BACON SLICES, SLAW, QUESO FRESCO, SALSA \$11

BURRITOS//BOWLS

- AZ BURRITO // POTATO, EGG, BACON, CHIPOTLE AJOIL, CHEDDAR CHEESE, SERVED WITH SALSA \$12
- MORNING GARDEN // SWEET POTATO, EGG WHITES, SPINACH, CHICKPEAS, TOMATO, GOAT CHEESE, SALSA \$11
- SOUTHWEST BURRITO // AVOCADO, BLACK BEANS, PICKLED ONION, ROASTED RED PEPPER, EGG, POTATO, ROASTED CORN, CUMIN CREMA \$11
- SPICY PAPA // SAUSAGE, EGG, POTATO, JALAPENO, WCGG SAUCE, JALAPENOS, RED PEPPER FLAKE, HOT SAUCE, CHEESE, SALSA \$12

SMOOTHIE BOWLS

- ACAI // \$10
- DRAGONFRUIT // \$10
- BELLY BOWL // \$11

KIDS MENU

- BANANA SPLIT // FRUIT AND YOGURT PARFAIT TOPPED WITH GRANOLA \$6
- STRAWBERRY SHORTCAKE // FLAKY BISCUITS TOPPED WITH BUTTER, STRAWBERRIES, AND WHIPPED CREAM \$7
- MINI PENNY CAKES // 6 MINI PANCAKES SERVED WITH A BANANA \$5
- FAIRY TOAST // ONE SLICE OF TOASTED SERVED WITH BUTTER, CINNAMON AND SUGAR AND ONE SLICE SERVED WITH BUTTER AND CONFETTI SPRINKLES \$5
- POTATO PLATE // FRIED POTATO, FRIED EGG, CHEESE, SLICE OF BACON, KETCHUP DIPPING SAUCE \$7
- KIDSCOUTERIE // MINI PANCAKE SAUSAGE SLIDERS SERVED WITH STRAWBERRIES AND SIDE OF YOGURT \$5
- PB&J OR HAM AND CHEESE COLD SANDWICH SERVED WITH FRUIT OR CHIPS

LUNCH SAMMY'S

- CHE // PULLED CHICKEN, RANCH DRESSING, BACON, GREENS, TOMATO, PICKLES, RED ONION \$11
- HOT RAMBINO // GRILLED HAM AND CHEESE, MADE WITH GOUDA, CHEDDAR, TOMATO AND JALAPENOS \$10
- CHICKEN SALAD // HOUSE MADE CHICKEN SALAD, SOUTHWEST SAUCE, GREENS, TOMATO, CUCUMBER \$12
- VEGGIE // AVOCADO, CREAM CHEESE, PICKLED ONION, GREENS, TOMATO, CUCUMBER, RED PEPPER, SHREDDED CARROT \$11
- TOASTED CHEESER // CREAM CHEESE, CHEDDAR, PARMESAN, WCGG DIPPING SAUCE \$10
- STINKER // WHEAT BREAD, PEANUT BUTTER, BLACKBERRY JAM, BLEU CHEESE, BACON CRUMBLE, GRILLED TOASTY \$12

SALADS

- BLACKBERRY BL-BLIE // BLACKBERRY BBQ CHICKEN ON TOP SPRING MIX AND SLAW, GRAISINS, CRISPY ONION, CUCUMBER, AVOCADO, TOMATO, CORNBREAD CROUTONS \$13
- LOCAL SPRING MIX TOPPED WITH SWEET POTATO CHUNKS, CUMIN CREMA, ROASTED CORN, PEPITAS, RED ONION, BLACK BEANS, AVOCADO, CRISPY TORTILLA STRIPS \$12
- PULLED CHICKEN, SOUTHWEST RANCH, RED PEPPER, PECANS, BACON CRUMBLES, BBQ EGG, TOMATO, STRAWBERRIES, AND CORN BREAD CROUTONS \$13
- MEXICAN CESAAR // HOUSEMADE MEXICAN CESAAR DRESSING, GREEN MIX, PARMESAN, CHICKPEAS OR CHICKPEAS, TOMATO, CRISPY TORTILLA STRIPS, AVOCADO, CILANTRO \$14

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NEW PENNY

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COFFEE

BARN ROAST DRIP
DECAF DRIP
ICED COFFEE
DECAF ICED COFFEE

\$2/\$2.5/\$3

COLD BREW

HOUSE BLEND COLD BREW
VANILLA BEAN INFUSED NITRO COLD BREW

\$4/\$5/\$6

ESPRESSO

DOPPIO
HOT AMERICANO
ICED AMERICANO
CAPPUCCINO
LATTE

\$2
\$2/\$3/\$4
\$2/\$5/\$6
\$3/\$3.5/\$4
\$3.5/\$4/\$4.5

SPECIALTY COFFEE

MOCHA - DAIRY FREE
COPPER COIN - CARAMEL VANILLA
MOJAVE - HOMEMADE VANILLA BEAN SYRUP

\$4/\$4.5/\$5
\$4/\$4.5/\$5
\$4/\$4.5/\$5

SIGNATURE LATTES

SALTED BUTTER PECAN
SPICED BULLE
BUTTERCRUNCH SMORES

\$4.5/\$5/\$6
\$4.5/\$5/\$6
\$4.5/\$5/\$6

TEA

MATCHA MILK TEA
CHAI MILK TEA
BLACK ICED TEA
CITRUS BERRY GREEN TEA
HERBAL BERRY ICED TEA
HOT TEA - SEE SELECTIONS

\$4/\$4.5/\$5
\$4/\$4.5/\$5
\$2.5/\$3.5/\$4.5
\$2.5/\$3.5/\$4.5
\$2.5/\$3.5/\$4.5

SMOOTHIES

PB&C - PEANUT BUTTER, PROTEIN, AND CHOCOLATE
MORNING GLORY - MANGO, BANANA, SPINACH
LAVA FLOW - STRAWBERRY AND PINA COLADA

\$4.5/\$5/\$6
\$4.5/\$5/\$6
\$4.5/\$5/\$6

LOTUS

AZ SUNSET - BLUE RASPBERRY, WATERMELON, AND ORANGE JUICE
WHAMMIEBERRY - BLUEBERRY, POMEGRANATE, COCONUT, AND RASPBERRY
GILA MONSTER - GREEN APPLE, PINEAPPLE, LIME WEDGE

\$4.5/\$5/\$6
\$4.5/\$5/\$6
\$4.5/\$5/\$6

LEMONADE

ALAVENDER MINT
RASPBERRY RASH

\$3.5/\$4/\$5
\$3.5/\$4/\$5

FRAPPES

COOKIE BUTTER
COPPER COIN
WHIPPED COFFEE WITH CINNAMON TOPPER

\$4.5/\$5.5/\$6.5
\$4.5/\$5.5/\$6.5
\$4.5/\$5.5/\$6.5

KIDS

ORANGE CREAMSICLE
STRAWBERRY DREAM
CAKE BATTER
CHOCOLATE MILK
ORANGE JUICE

\$4
\$4
\$4
\$3
\$3

CACTUS WATER

ALOE, COLLAGEN, ELECTROLYTES AND FRUIT INFUSED WATER

\$5

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NEW PENNY

22 2 16 Liq.Admin AM 8:18

BEER

CRAFTED BEER ON TAP EXCLUSIVELY FROM SADDLE MOUNTAIN BREWING COMPANY

*SEE ROTATING SELECTION

\$7

WINE

SERVED BY THE GLASS

RED, WHITE, AND ROSE

\$7

WICKED MARY

OUR PLAY ON A BOOZY MARY BUT WICKED DELICIOUS - VODKA, TOMATO MIX, GARNISHED WITH PICKLE SPEAR, CELERY STICK, LIME WEDGE AND OLD RAY RIM

\$7

WICKED SENORITA

MICHELADA ANYONE? LAGER, SPICY TOMATO MIX, GARNISH WITH A LIME WEDGE AND SALT

\$7

SIGNATURE MULES

CAMELBACK MULE // VODKA, BLACKBERRY SYRUP, GINGER BEER, LIME WEDGE, JALAPENO SLICE, AND MINT
DVL'D MULE // PEACH WHISKEY, APRICOT, GINGER BEER, LIME, CHERRY GARNISH

\$10

COFFEE COCKTAILS

BLOCKHEAD // SCREWBALL PEANUT BUTTER WHISKEY, HOUSE BLEND COLD BREW, VANILLA COLD FOAM
ATOMIC IRISHMAN // BAILEYS, IRISH CREAM SYRUP, HOUSE BLEND COLD BREW, CREME DE MENTHE, BREVET

\$10

MARGARITAS

BLENDED - TEQUILA, PEACH PUREE, PRISTLY PEAR CONCENTRATE, COCONUT CREAM
BLENDED - TEQUILA, LIME, LEMONADE, SWEETENED CONDENSED MILK

\$10

\$10

MIMOSA

-TOPPED WITH PROSECCO-

60 // LOCAL ORANGE JUICE

THE THOMPS // PINEAPPLE AND MANGO

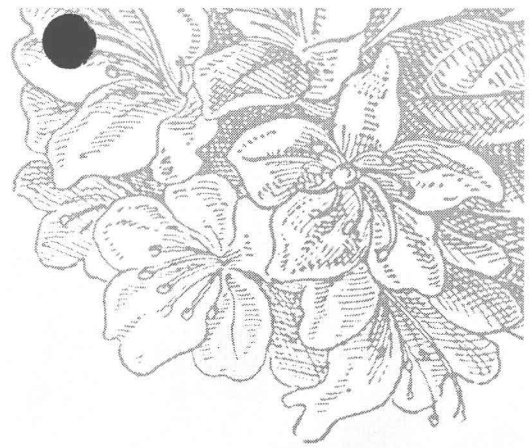
MERMAID // HOUSE BLUE RASPBERRY SYRUP AND GLITTER

VENUS // LAVENDER LEMONADE

\$6 ea

New Penny Cafe

22 2 23 Liq.Admin PM 2 09



Oatmeal

Oatmeal garnished brown sugar, hemp hearts, blueberries, sliced almonds
Oatmeal mixed with golden raisins, cinnamon, and sweetened condensed milk.

Biscuits & Gravy

From scratch biscuits topped with generous amount of our homemade sausage gravy.

Split personality- half plate of our traditional B&G's and half plate of a house biscuit topped with butter, jam and whipped cream

Artisan Topped Toast

Served on artisan white sourdough*

Avocado, pickled onion, soft scrambled eggs, lightly spiced pepper flake, queso fresco, slaw

Avocado, bacon, queso fresco, topped with roasted corn and peppers with a hot honey drizzle

Avocado, WCGC sauce, chorizo, fried tortilla strip, egg

Lavender infused cream cheese, slices almonds, honey drizzle, edible flowers, blueberry

Brown sugar sweetened cream cheese, (or yogurt) berry medley, buttermilk syrup drizzle and hemp hearts

Stuffed Sweet Spuds

Baked sweet potatoes generously filled with toppings*

scrambled eggs, avocado, chorizo, roasted corn, blistered tomato, topped with WCGC sauce

Strawberry, blueberries, nut butter, hemp hearts, chocolate chips, sliced almonds, banana

Pecan Pie streusel topping, butter, bacon crumbles, cubed green apple, buttermilk syrup****

Topped with goat cheese, crispy tortilla strips, avocado, chickpeas, slaw, southwest sauce, salsa

Topped with egg, bacon or BBQ chicken ..more lunchy?

Sweet Breakfast

French toast sticks- tempura fried cinnamon bread stick served with whipped cream and a prickly pear syrup and brown sugar cream cheese dip

Pancake cuties- mini pancakes topped with powdered sugar, dulce de Leche and buttermilk syrup

Breakfast Sammy's

Served on your choice of bagel or artisan sourdough *

Big Boi- Large sausage patty, cheddar cheese, hash brown, egg and gravy

Egg white, red peppers, tomato, cheese, red peppered flake crispy onion, arugula.

sourdough, pepper jelly, egg, ham and chives, topped with powdered sugar, side of pp syrup

Egg, bacon, WCGC sauce, tortilla strips, pickled something?

Breakfast Tacos- 3 tortillas, egg, bacon, salsa, slaw, southwest sauce, pickled onion, queso fresco side of either

Bowls or Burritos

Choose if you want it as a bowl or burrito!

Potato, egg, bacon, sauce, cheese

Potato, egg,

Sweet potato, egg whites, spinach, black bean,

Eggs, gravy, sausage, onions,

Acai Bowls

Premium acai, topped with granola, banana, blueberries, honey, hemp hearts, sliced almonds

Dragonfruit, topped with granola, blackberries, strawberries, fruity pebbles, coconut flakes and edible flowers

Sandwiches

CBR- (bbq?) Chicken, Bacon, and house made seasoned ranch, topped with greens, tomato and pickles and pickled onion

Hot Hambino- Grilled with cheddar, WCGC, gouda, ham, tomato and jalapenos

Chicken Salad- Housemade chicken salad mixed with onions, celery, pepitas, our season salt, and southwest sauce topped with greens, tomato, cucumber

Wild Turkey- Premium Sliced turkey, house made chipotle aioli, greens, tomato, crispy onion, parmesan, raisins

Veggie- Avocado spread, cream cheese, pickled onion, greens, tomato, cucumber, + (roasted red)

Toasted Cheeser- 4 cheeses melted to perfection on butter grilled bread

Stinker- Dark wheat, peanut butter, blackberry jam, blue cheese, bacon, grilled to perfection.

Salads

Blackberry BBQ chicken, on top a mix of spring and slaw, raisins, crispy onion, cucumber, avo, tomato, and queso fr bread croutons+dressing

Local spring mix topped with sweet potato, cumin crema, roasted corn and pepitas, red onion, black beans, avocado tortilla strips,

Chicken, house roasted red pepper ranch, red peppers, sliced almonds, bacon, cheese, hb egg, tomato, cb croutons strawberries

Mexican Cesaer- House made mexican cesaer dressing, romaine/spring mix, parmesan, chickpeas, chicken(?), ton strips, avo, cilantro

Grab n' Go

Yogurt & granola

cottage cheese & mandarin

orange juice

apple juice

canned beverages

meat & cheese protein pack

charterrie

Shaker salads

chicken salad

1/2 sandwich and chips

fresh fruit,

Coffee & More

Drip Coffee
Iced Coffee
Cold brew
Hot americano
Iced Americano
Cortado
Hot latte
Iced latte
Hot mocha
Iced mocha
Hot caramel Macc
Iced caramel Macc

Signature house lattes-
Tahitian Vanilla bean
Chipotle dulce de Leche
Truffle Mocha

Lotus energy
Signature flavors-
Bramble berry
Az Sunset
Copper coin

Liquor & Booze

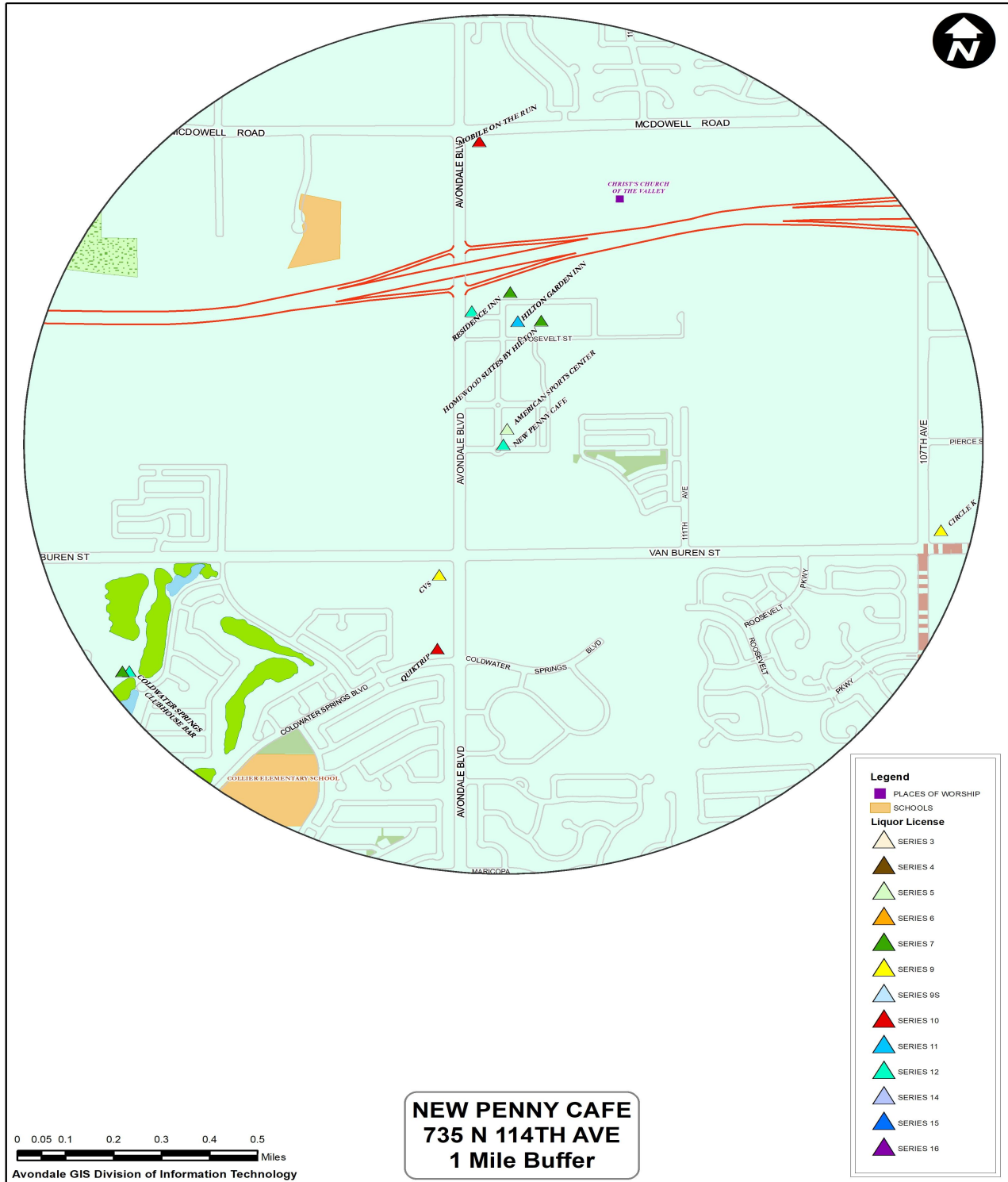
Craft beer on tap
Wine by the glass

Wicked Mary's

Prickly Pear Peach margarita

Breakfast champions mimosa bar* build your own*
O.G. - Local orange juice
The tropics- Pineapple mango
Mermaid- Blue Raspberry & glitter
Venus- Lavender lemonade

GIS MAP



LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Brittany Lee Salazar
Business Name	New Penny Cafe
Business Address	735 N 114 Ave Avondale AZ 85323
Department Comments	
The General Plan designates the property as the Park Avenue District, and the current zoning is The BLVD District. A restaurant is an allowed use per the development plan narrative.	
	
☐ Police Department ☒ Development Services ☐ Fire Department ☐ Finance Department	
☒ Approved ☐ Denied	
 E-Signature Augustus Gerletti Name	Associate Planner Title Apr 5, 2022 Date

This license is scheduled for the City Council Meeting on: April 18, 2022

Please complete form by: April 4, 2022

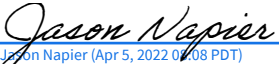
LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Brittany Lee Salazar
Business Name	New Penny Cafe
Business Address	735 N 114 Ave Avondale AZ 85323
Department Comments	
No concerns.	
☐ Police Department ☐ Fire Department ☐ Development Services ☒ Finance Department	
☒ Approved ☐ Denied	
<u><i>Daniel Vazquez</i></u> Daniel Vazquez (Apr 5, 2022 11:07 PDT) _____ E-Signature	_____ Accountant/Tax Auditor _____ Title
_____ Daniel Vazquez _____ Name	_____ Apr 5, 2022 _____ Date

This license is scheduled for the City Council Meeting on: **April 18, 2022**

Please complete form by: **April 4, 2022**

LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Brittany Lee Salazar
Business Name	New Penny Cafe
Business Address	735 N 114 Ave Avondale AZ 85323
Department Comments	
No comments	
☐ Police Department ☒ Fire Department	
☐ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
 Jason Napier (Apr 5, 2022 07:08 PDT) _____ E-Signature	Fire Marshal _____ Title
Jason Napier _____ Name	Apr 5, 2022 _____ Date

This license is scheduled for the City Council Meeting on: **April 18, 2022**

Please complete form by: **April 4, 2022**



LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Brittany Lee Salazar
Business Name	New Penny Cafe
Business Address	735 N 114 Ave Avondale AZ 85323
Department Comments	
☒ Police Department	☐ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u>Jonathon Martin</u> Jonathon Martin (Apr 5, 2022 07:49 PDT)	Assistant Chief (Interim)
E-Signature	Title
Jonathon Martin	Apr 5, 2022
Name	Date

This license is scheduled for the City Council Meeting on: April 18, 2022

Please complete form by: **April 4, 2022**

CITY COUNCIL REPORT

SUBJECT: Series 12 (Restaurant) Liquor License - Parry's Pizzeria and Taphouse

MEETING DATE: 4/18/2022

TO: Mayor and Council

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

THROUGH: Cherlene Penilla Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Diverse Recreation and Entertainment Opportunities – Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle.

The approval of this agenda item will promote Avondale community's social connectivity by providing a new social environment for family and friends. This item will increase visitor traffic to Avondale's local businesses.

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 Andrea Dahlman Lewkowitz for the sale of alcohol at Parry's Pizzeria and Taphouse, located at 10485 West McDowell Road #107 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Parry's Pizzeria & Taphouse is a new establishment that is located at 10485 W McDowell Rd #107 Avondale, AZ 85323 in Avondale. Issuance of a new Series 12 (Restaurant) liquor license is required to allow alcohol sales on the premises. Series 12 restaurant liquor licenses are exempt from the state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

DISCUSSION:

As required by state law and city ordinance, the application was posted for the required period of time. The Police, Fire & Medical, Development & Engineering Services and Finance Departments have reviewed the application and are recommending approval.

BUDGET IMPACT:

All liquor license fees have been paid in full.

RECOMMENDATION:

Staff is recommending 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 Andrea Dahlman Lewkowitz for the sale of alcohol at Parry's Pizzeria and Taphouse, located at 10485 West McDowell Road #107 in Avondale.

Contact person for document distribution: Maria James

State of Arizona
Department of Liquor Licenses and Control

Created 02/24/2022 @ 01:51:35 PM

Local Governing Body Report

LICENSE

Number:	Type:	012 RESTAURANT
Name:	PARRY'S PIZZERIA & TAPHOUSE	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	10485 W MCDOWELL ROAD #107 AVONDALE, AZ 85323 USA	
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA	
Phone:	(000)000-0000	
Alt. Phone:	(602)200-7222	
Email:	ANDREA@LEWKLaw.COM	

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLaw.COM

OWNER

Name: PARRYS PIZZA XX LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23291023 State of Incorporation: AZ
Incorporation Date: 11/01/2021
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

Officers / Stockholders

Name:	Title:	% Interest:
PARRY'S PIZZERIA AND BAR LLC	Member	51.00
LATRICE DENISE SHABAZZ WINSTON	Job #181484	

PARRY'S PIZZERIA AND BAR LLC - Member

Name: MILES ARNONE
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

PARRY'S PIZZERIA AND BAR LLC - Member

Name: GORDON JUDE OBRIEN
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

PARRY'S PIZZERIA AND BAR LLC - Member

Name: DAVID DANIEL PARRY
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

PARRY'S PIZZERIA AND BAR LLC - Member

Name: DARIN RICHARD WINN
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

PARRYS PIZZA XX LLC - Job #181484

Name: LATRICE DENISE SHABAZZ WINSTON
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: LWINSTON@PARRYSPIZZA.COM

PARRYS PIZZA XX LLC - Member

Name: PARRY'S PIZZERIA AND BAR LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

APPLICATION INFORMATION

Application Number: 181484
Application Type: New Application
Created Date: 01/27/2022

QUESTIONS & ANSWERS

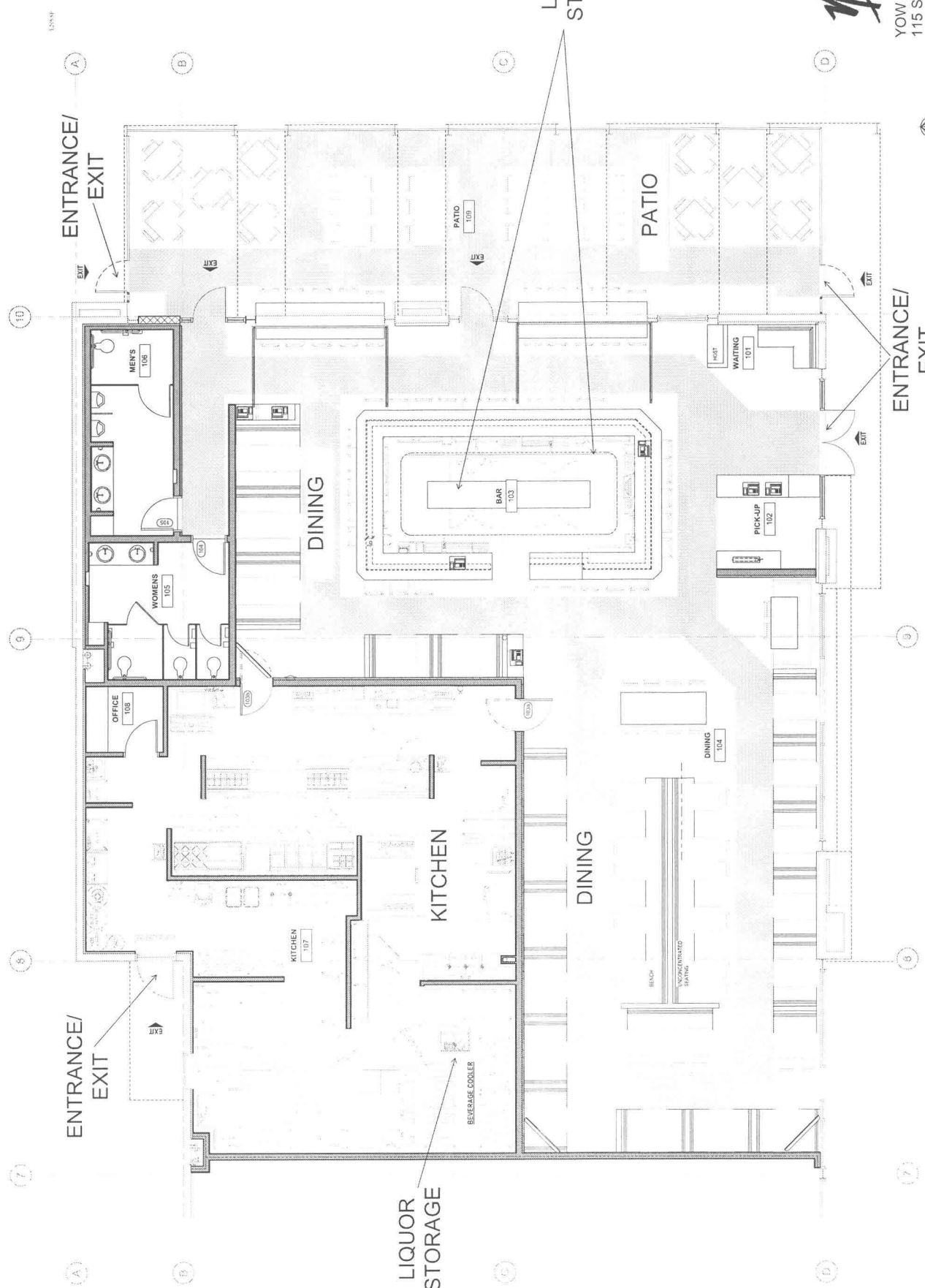
012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No

- 2) Are you one of the following? Please indicate below.
 Property Tenant
 Subtenant
 Property Owner
 Property Purchaser
 Property Management Company
 PROPERTY TENANT
- 3) Is there a penalty if lease is not fulfilled?
 Yes
 What is the penalty?
 TERMINATION + MONETARY PENALTIES
- 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?
 Yes
 If yes, what is your estimated completion date?
 JUNE 2022

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ORGANIZATIONAL DOCUMENTS	Parry's Pizza_Ownership_Dec 1 21.pdf	01/27/2022
QUESTIONNAIRE	Parry's_Agt Ltr - ADL.pdf	01/27/2022
QUESTIONNAIRE	Parry's_Agt Q - ADL.pdf	01/27/2022
RECORDS REQUIRED FOR AUDIT	Parry's_Audit.pdf	01/27/2022
DIAGRAM/FLOOR PLAN	Parry's_Diagram.pdf	01/27/2022
MENU	Parry's_Menu.pdf	01/27/2022
QUESTIONNAIRE	Parry's_Mgr Q + Certs - Latricia Winston.pdf	01/27/2022
QUESTIONNAIRE	Parry's_Officer Q - Arnone.pdf	01/27/2022
QUESTIONNAIRE	Parry's_Officer Q - O'Brien.pdf	01/27/2022
QUESTIONNAIRE	Parry's_Officer Q - Parry.pdf	01/27/2022
QUESTIONNAIRE	Parry's_Officer Q - Winn.pdf	01/27/2022
RESTAURANT OPERATION PLAN	Parry's_ROP.pdf	01/27/2022
MENU	Parry's_Menu (drinks) - use.pdf	01/27/2022
	Parry's_Officer Q - Parry.pdf	02/15/2022



22 FEB 24 Ltr. Lic. PM 1 54

YOW

YOW ARCHITECTS, PC
115 S. WEBER ST., SUITE 200
COLORADO SPRINGS, CO 8090
PH: 719.475.8133

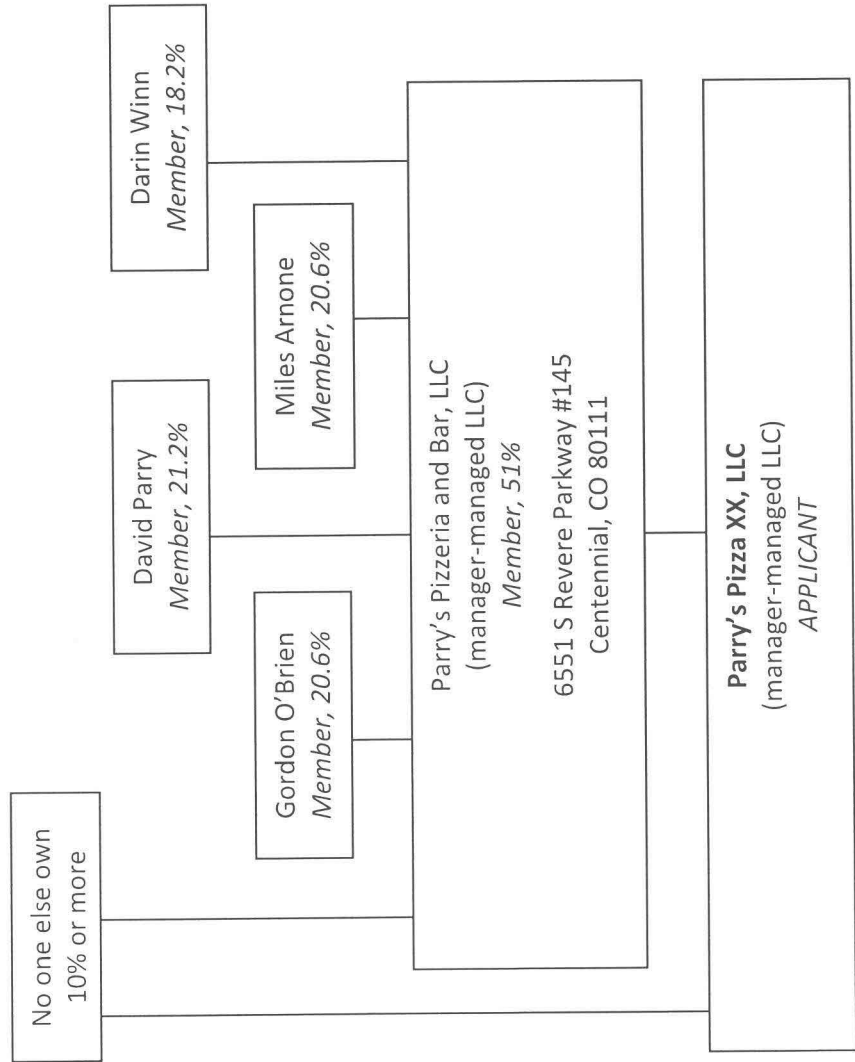


1 10485 W. McDOWELL RD., SUITE 107
1/4" = 1'-0" AVONDALE, AZ 85323 5,296 S.F.

Parry's Pizzeria & Taphouse

Ownership

December 1, 2021





*22 FEB 24 Liq. Lic. PM 1 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 #: 181484

RESTAURANT OPERATION PLAN

1. Name of restaurant (Please print): PARRY'S PIZZERIA & TAPHOUSE
2. List equipment below by Make, Model, and Capacity : **(PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)**

Grill	GAS GRIDDLE - SOUTHNEMD HDG-36 SOUTHBEND HOTPLATE COUNTORP RANGE
Oven	CONVEYOR OVEN (GAS) - MIDDLEBY MARSHAL #PS640G-3 CONVEYOR OVEN (ELECTRIC) - STAR #UMI833A
Freezer	DELFIELD - WORKTOP FREEZER (#GUF27BP-S) KOLPAK - WALK-IN COMBO (CUSTOM)
Refrigerator	KOLPAK - WALK-IN COMBO COOLER (CUSTOM) GLASTENDER CABINET REFRIGERATOR (#CIFB52)
Sink	GLASTENDER - SINK UNIT TSA-72-S 2 - JOHN BOOS SINK UBDS-2112-X JOHN BOOS HAND SINK (2)
Dish Washing Facilities	3-COMPARTMENT SINK - DMD FAB MODEL 1 - DISHWASHER MACHINE
Food Preparation Counter (Dimensions)	DMD CUSTOM WORK TABLE - 126" x 30" x 36"
Other	

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) [116]
 - b. Bar area of your premises: [+ 28] (PATIO - 16)
 - c. Total dining and bar seating capacity of your premises: [= 144]
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.) 55 %

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.)

3-4 TELEVISIONS

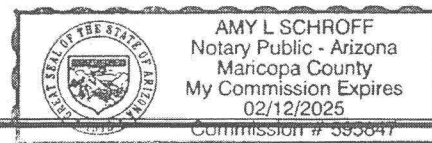
9. Do you have live entertainment or dancing? ☐ YES ☒ No
(If yes, what type and how often 8.5
example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

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

Position	How many
Cooks	25
Bartenders	8
Hostesses	10
Managers	5
Servers	35
Other (DRIVERS/BUSSERS)	5
Other ()	
Other ()	

I, ANDREA DAHLMAN LEWKOWITZ, 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 26 day of JANUARY 2022
Day Month Year

My Commission Expires on: 02/12/2025
Date

[REDACTED]
(Signature of Notary Public)



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

122 FEB 24 LIQ. LIC. PM 1 54

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

13. Off-site Catering Records (must be complete and separate from restaurant records) FEB 24 11:47 AM 154

- 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).**

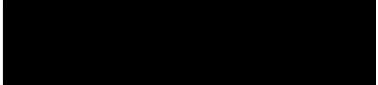
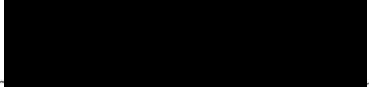
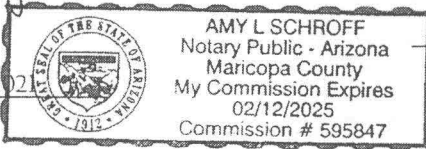
A.R.S. §4-210(A)7

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) <u>ANDREA DAHLMAN LEWKOWITZ</u>, have read and understand all aspects of this statement X (Signature)  Controlling Person / Agent State of <u>ARIZONA</u> County of <u>MARICOPA</u> the foregoing instrument was acknowledged before me this 26 of JANUARY 2022 Day Month Year  Signature of NOTARY PUBLIC My commission expires on: <u>02/12/2025</u> 			

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



SHAREABLES

PARMESAN FRIES \$4.49

Straight-cut fries coated in Parry's Parmesan mix and served with homemade white ketchup



KNICKERBOCKER CHEESY BREAD \$6.49

Our famous pizza dough (made fresh daily), topped with hand-grated mozzarella, cheddar cheese, garlic and fresh basil, served with homemade marinara

POLO GROUNDS PARM BITES \$6.49

Our famous pizza dough (made fresh daily) tossed in Parry's Parmesan mix, served with homemade marinara

PEPITONE'S PRIZED PICKLES \$6.99

Crispy, breaded pickle spears, served with homemade white ketchup

PRETZEL & BEER CHEESE \$7.99

A large Bavarian-style pretzel served with Parry's beer cheese

GREEN YANKEE FRIES \$7.99

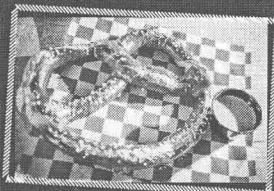
Straight-cut fries topped with spicy green chili, cheddar cheese and hand-grated mozzarella, garnished with cilantro, and served with homemade white ketchup

UPTOWN MOZZARELLA \$7.99

Four large breaded mozzarella half-moons fried until golden brown and served with homemade marinara sauce

SOUTH STREET MEATBALL BAKE \$8.49

Meatballs, homemade marinara and hand-grated mozzarella baked to a prized perfection, topped with Parry's Parmesan mix and served with homemade breadsticks



ARTICHOKE JALAPEÑO DIP \$8.99

Freshly made creamy, slightly spicy dip with artichokes and jalapeños, topped with tomatoes, jalapeño slices and cilantro - served with wonton chips and carrots

QUEENS CAPRESE \$9.99

A perfect combination of tomatoes, fresh mozzarella, basil, olive oil, minced garlic and onions, topped with balsamic glaze and served with a homemade breadstick

CHICKEN TENDERS & FRIES \$9.99

Four fresh, never frozen, hand-battered chicken tenders served with fries and your choice of sauce

ITALIAN NACHOS \$11.99

Light and airy wonton chips, smothered in Alfredo sauce, melted hand-grated mozzarella, pepperoni, Italian sausage, pepperoncini, black olives, diced tomatoes and red pepper relish - served with homemade marinara

HOMEMADE WHITE KETCHUP

Like Ranch dressing, but waaay better!



CHICKEN WINGS

BONELESS LIBERTY WINGS

6 pcs \$7.49 • 10 pcs \$10.99 • 20 pcs \$19.99

Fresh, never frozen, hand-battered chicken, smothered in your choice of sauce or Parry's homemade dry rub

BUFFALO WINGS 6 pcs \$9.49

10 pcs \$14.99 • 20 pcs \$27.99

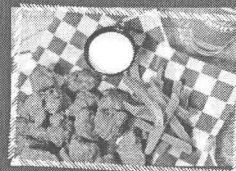
Big, meaty chicken wings, never frozen, seasoned with our special mix of spices and tossed with your choice of sauce or Parry's homemade dry rub

SAUCES

Homemade Dry Rub, Zesty Mild, Medium, Hot, Extra Hot, BBQ, Hot BBQ, Garlic, Hot Garlic, Teriyaki, Hot Teriyaki

MAKE IT A MEAL

Add a SIDE SALAD or FRIES for \$3.99
Add PARMESAN FRIES for \$4.49



NO FROZEN WINGS HERE!

PICK WISELY. YOUR MEAL DEPENDS ON IT.

BUILD YOUR OWN...

MEDIUM 14" PIZZA \$13.99

Toppings \$1.99 each

GLUTEN-FREE* 14" \$16.99

Toppings \$1.99 each

LARGE 18" PIZZA \$16.99

Toppings \$2.99 each

CALZONE \$9.99

Toppings \$1.49 each

TOPPINGS

MEATS

Pepperoni, sausage, spicy sausage, Italian sausage, fresh roasted chicken, ham, bacon, meatballs, thinly sliced steak

VEGGIES

Black olives, green olives, mushrooms, red onions, green peppers, pineapple, diced tomatoes, sliced tomatoes, whole roasted garlic, pepperoncini, jalapeños, artichokes

CHEESES

Extra cheese (hand-grated mozzarella), fresh mozzarella, ricotta, cheddar, blue cheese crumbles, cream cheese

FREE ADD-ONS

Parry's Parmesan mix, minced garlic, fresh basil

SIGNATURE PIZZAS

LIL' AVERY'S CHEESE 14" \$13.99 • 18" \$16.99

The taste and smell of a New York pie, topped with Parry's Parmesan mix
Add any toppings to create a true NY masterpiece

ZESTY LADY LIBERTY 14" \$16.99 • 18" \$19.99

Pepperoni and Parry's Parmesan mix



UNCLE SAM

14" \$19.49 • 18" \$22.49
Pepperoni, jalapeños and cream cheese

SOHO VEGGIE

14" \$19.99 • 18" \$22.99
Mushrooms, green peppers, black olives, red onions, tomatoes and minced garlic

NOT YO' MOMMA'S MARGHERITA

14" \$19.99 • 18" \$22.99

(Red sauce base) Roasted garlic cloves, sliced tomatoes, fresh mozzarella, fresh basil and Parry's Parmesan mix

THE PEARL

14" \$20.49

18" \$23.49

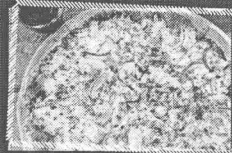
(White pie) Blend of oils, Parmesan, ricotta, Italian sausage, tomatoes, minced garlic and fresh basil



SUMMER OF 2010

14" \$20.49 • 18" \$23.49

Pepperoni, spicy sausage, jalapeños and pepperoncini



BUFFALO CHICKEN 14" \$20.99 • 18" \$23.99

(Hot sauce base) Fresh roasted chicken, hand-grated mozzarella, blue cheese crumbles and a swirl of homemade white ketchup

NEW MEXICAN YANKEE

14" \$20.99 • 18" \$23.99

(Spicy green chili base) Fresh roasted chicken, tomatoes, hand-grated mozzarella and cheddar cheese, cilantro and a swirl of homemade white ketchup

I LOVE MEAT

14" \$21.49 • 18" \$24.49

Pepperoni, sausage, bacon and ham

THE FIVE BOROUGHS 14" \$21.99 • 18" \$24.99

Pepperoni, sausage, bacon, mushrooms, green peppers, black olives and red onions

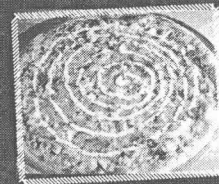
BROOKLYN BBQ BIRD

14" \$20.99

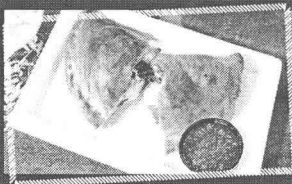
18" \$23.99

Fresh roasted chicken, BBQ sauce and red onions

Make it a SNOW BIRD by adding pineapple for \$1



SIGNATURE CALZONES



THREE CHEESE \$10.99

Ricotta, hand-grated mozzarella and Parry's Parmesan mix, served with homemade marinara

ZESTY PEPPERONI \$11.99

Pepperoni, hand-grated mozzarella and Parry's Parmesan mix, served with homemade marinara

VEGGIE \$12.49

Green peppers, red onions, black olives, tomatoes, mushrooms, garlic and hand-grated mozzarella, served with homemade marinara

BUFFALO CHICKEN \$12.99

Fresh roasted chicken, Buffalo sauce and hand-grated mozzarella, served with homemade white ketchup

BBQ CHICKEN \$12.99

Fresh roasted chicken, BBQ sauce, onions and hand-grated mozzarella, served with homemade white ketchup

MEAT \$12.99

Sausage, pepperoni, bacon and hand-grated mozzarella, served with homemade marinara



GET FREE STUFF!

Scan this QR code or visit ParrysPizza.com/subscribe to join Parry's e-club. Receive exclusive Parry's discounts and special event notifications sent directly to your inbox. We'll only send you the good stuff, no fluff. You'll get a FREE appetizer when you sign up!

SALADS

DRESS IT UP!

Homemade white ketchup (a.k.a. Ranch), blue cheese, honey mustard, Italian, Caesar

ADD-ONS

Add fresh roasted or hand-battered chicken to any Small Salad for \$1.99 or Large Salad for \$2.99



HOUSE Sm \$5.49 • Lg \$8.49

Garden fresh mixed greens, pepperoncini, black olives and grape tomatoes, topped with Parry's Parmesan mix, hand-grated mozzarella and Italian dressing – served with a homemade breadstick

KENNEDY CAESAR Sm \$5.49 • Lg \$8.49

Romaine lettuce, Parmesan cheese and croutons, tossed in Caesar dressing

ITALIAN CHOPPED \$11.99

Garden fresh mixed greens, fresh mozzarella, tomatoes, salami, pepperoni, marinated artichokes and croutons, tossed in our homemade Italian dressing with Parry's Parmesan mix on top

LEXINGTON AVE CHICKEN \$11.99

Your choice of fresh roasted or hand-battered chicken, garden fresh mixed greens, hard boiled egg, fresh avocado, grape tomatoes, hand-grated mozzarella and bacon, served with your choice of dressing – Get it Buffalo-style by adding Buffalo sauce to your chicken. Add blue cheese crumbles for \$1.49.



PASTA

TOSS-INS & ADD-ONS

All pasta dishes are served with a homemade breadstick. Add a SIDE SALAD for \$3.99.

MANHATTAN MAC & CHEESE \$10.49

A large portion of cavatappi pasta mixed with creamy, melted cheddar cheese – Add bacon for \$1.49. Add fresh roasted or hand-battered chicken, crumbled sausage or meatballs for \$2.99.

TITLE TOWN PASTA BOWL \$12.49

A hearty bowl of spaghetti, topped with homemade marinara sauce and your choice of two large meatballs, fresh roasted chicken, hand-battered chicken or crumbled sausage

BIG CITY BOLOGNESE \$13.49

A hearty bowl of spaghetti, topped with a savory made-from-scratch Bolognese sauce, fresh basil and shredded Parmesan



CRAVEABLE CHICKEN PARM \$14.49

Hand-breaded Parmesan chicken, topped with melted hand-grated mozzarella, shredded Parmesan and fresh basil, served alongside a heaping bed of spaghetti with delicious pomodoro sauce

MIDDLE VILLAGE ALFREDO \$14.49

Cavatappi pasta served with creamy Alfredo sauce, fresh roasted chicken and broccoli florets, garnished with parsley and Parmesan

SANDWICHES



THE FRIED CHICKEN SANDWICH \$9.99

Fresh, never frozen, hand-battered chicken, lettuce, tomato, pickles and mayonnaise – Get it Buffalo-style by adding Buffalo sauce to your chicken. Add melted American cheese, hand-grated mozzarella or blue cheese for \$1.99

BRONX BALLER \$11.99

Meatballs with homemade marinara, topped with melted hand-grated mozzarella and Parry's Parmesan mix

AD-ROCK CHICKEN PARM \$11.99

Hand-breaded Parmesan chicken covered with homemade marinara, topped with melted hand-grated mozzarella

ITALIAN \$12.99

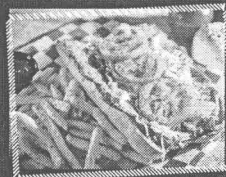
Capicola, salami, ham, lettuce, tomatoes, melted hand-grated mozzarella, Italian dressing and oregano, served with pickled giardiniera on the side

HOT BEEF DIP \$12.99

Fresh, thinly sliced steak served on an Italian roll with pickled giardiniera and au jus dipping sauce on the side – Add hand-grated melted mozzarella for \$1.99

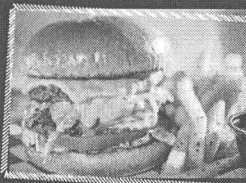
PHILLY CHEESESTEAK \$12.99

Thinly sliced steak served Philly-style with our pepper and onion mix, Cheese Whiz and red pepper relish on the side



AMP IT UP!

All sandwiches are served with FRIES. Upgrade to PARMESAN FRIES for \$1.50 or add a SIDE SALAD for \$3.99.



THE BURGER

THE BURGER \$11.49

Two 1/4 pound patties, topped with lettuce, tomatoes, pickles, melted American cheese and Parry's burger sauce – Served with fries. Upgrade to Parmesan Fries for \$1.50. Add bacon to your burger for \$1.49.

All burgers are cooked medium well (at least 155°)

WRAPS

GO! GO! BUFFALO! \$10.99

Fresh, never frozen, hand-battered chicken with Buffalo sauce, romaine lettuce, grape tomatoes, blue cheese crumbles and homemade white ketchup

BACK TO CALI \$11.49

Fresh, never frozen, hand-battered chicken, romaine lettuce, grape tomatoes, avocado, cheddar cheese and homemade white ketchup

THERE'S MORE...

Wraps are made with a spinach tortilla and served with FRIES. Upgrade to PARMESAN FRIES for \$1.50 or add a SIDE SALAD for \$3.99.

CRAVEABLE DESSERTS

THE SCOOP \$2.49

Vanilla ice cream served with your choice of sauce

HIGH LINE FRIED DOUGH \$5.99

Choose granulated or powdered sugar and a dipping sauce

CROWN HEIGHTS COOKIE \$5.99

A hot chocolate chunk cookie topped with vanilla ice cream and whipped cream

FIFTH AVENUE CHEESECAKE \$6.99

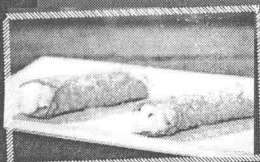
Smooth, creamy NY-style cheesecake served with your choice of sauce

CANAL ST. CANNOLI \$6.99

Two completely craveable authentic cannoli

TAKE A DIP!

Add chocolate, caramel, white chocolate, or raspberry sauce to any dessert



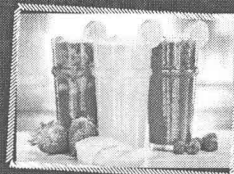
NON-ALCOHOLIC DRINKS

FOUNTAIN DRINKS \$2.99

Coke, Diet Coke, Cherry Coke, Dr. Pepper, Barq's Root Beer, Sprite, Minute Maid Lemonade, Orange Hi-C

FRESHLY BREWED TEA \$2.99

LEMONADE BLAST! \$3.99
Delicious and refreshing NA lemonade infused with real strawberries, mangoes or raspberries



BE A SUPERHERO. REPEAT.

BIG VALUE COMBOS

THE MONDAY SPECIAL \$11.99 (Serves 3-5 • Approx. \$3 per person)

A large 18" cheese pizza (toppings \$2.99 each)

THE WEDNESDAY PIZZA & WING SPECIAL \$19.99

(Serves 4-6 • Approx. \$4 per person)

A large 18" one-topping pizza and 10 boneless wings

THE FAMILY SPECIAL \$25.99 (Serves 6-8 • Approx. \$3.75 per person)

A large 18" one-topping pizza and a medium 14" cheese pizza (14" toppings \$1.99 each) (Available any day!)

THE ICONIC SPECIAL \$25.99 (Serves 4-6 • Approx. \$5 per person)

A large 18" one-topping pizza and 10 wings (boneless or Buffalo) (Available any day!)

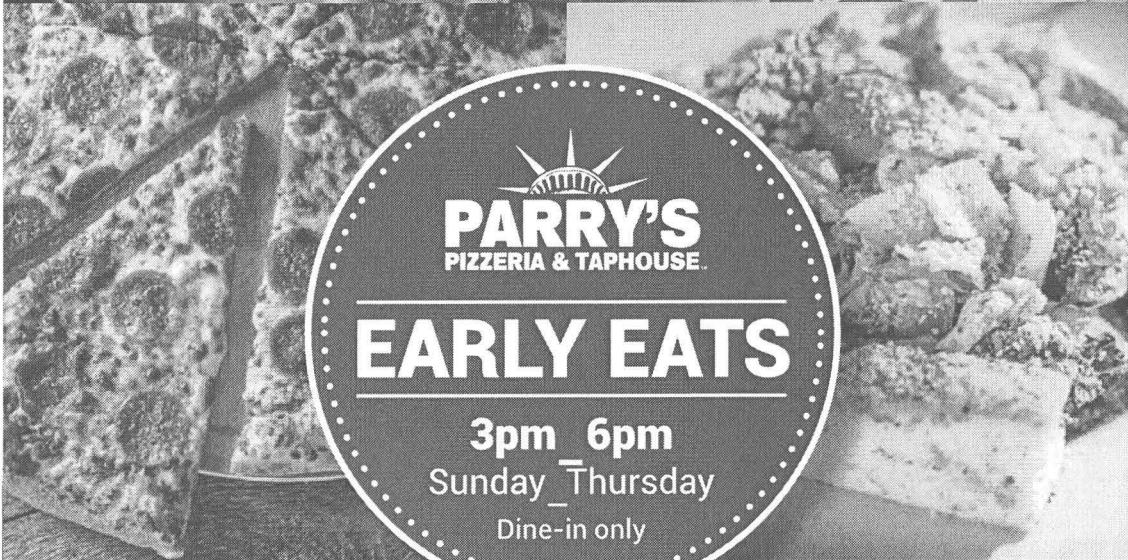
THE GAMETIME SPECIAL \$29.99 (Serves 4-6 • Approx. \$6 per person)

A large 18" one-topping pizza, 10 wings (boneless or Buffalo) and Polo Grounds Parm Bites or High Line Fried Dough (Available any day!)

WE DELIVER! Order online at ParrysPizza.com or download the Parry's Pizza mobile app.



EIGHT ENTREES
\$9.99




PARRY'S
PIZZERIA & TAPHOUSE

EARLY EATS

3pm 6pm
Sunday - Thursday
Dine-in only

CHOOSE FROM:

10 BONELESS WINGS

LEXINGTON AVE CHICKEN SALAD

14" BUILD-YOUR-OWN PIZZA*

**AD-ROCK CHICKEN PARM
SANDWICH**

ANY SIGNATURE CALZONE

ITALIAN SANDWICH

ITALIAN CHOPPED SALAD

TITLE TOWN PASTA BOWL

Pasta dishes are served with a breadstick. Sandwiches are served with fries.
Upgrade to Parmesan Fries for \$.50 or add a side salad for \$3.99.

**Toppings additional*

HAPPY HOUR

MONDAY THROUGH FRIDAY 3-6PM

ALL DAY SUNDAY

EAT

PARMESAN FRIES \$2.99

POLO GROUNDS PARM BITES \$5.99

KNICKERBOCKER CHEESY
BREAD \$5.99

9" CHEESE PIZZA \$5.99

PRETZEL & BEER CHEESE \$6.99

6-PIECE BONELESS WINGS \$6.99

DRINK

PARRY'S SIGNATURE BEERS \$3

WELLS & HOUSE WINE \$4

HOUSE MARGARITA \$4

PARRY'S PINTS \$4

Second pour only \$2

BLOODY MARY \$5

CRAFT COCKTAILS

SYRACUSE SUNSET

New Amsterdam Grapefruit
Vodka, orange, cranberry and
ruby red grapefruit juice \$7

SKINNY IN THE CITY

Vodka, triple sec, white
cranberry and fresh lime
juice \$8

EL DIABLO

Milagro Silver Tequila, cassis
liqueur, fresh lime and ginger
beer \$8

PEACH STREET ROTATING MULES

Hand-crafted Peach Street
Brandy (pear, peach or apricot
based on season) and ginger
beer \$8.50

SIGNATURE MARGARITA

Herradura Blanco Tequila,
organic agave nectar, orange
Curaçao and fresh lime juice \$9

VACATION

Woodford Reserve Bourbon,
pomegranate liqueur, lemonade
and a splash of soda \$9.50

CLASSIC COCKTAILS

HOUSE MARGARITA

SKINNY MARGARITA

BLOODY MARY

MOSCOW MULE

LONG ISLAND ICED TEA

TOP SHELF LONG ISLAND ICED TEA

WINE SELECTION

WHITE

CANYON ROAD

Pinot Grigio, Chardonnay or
White Zinfandel - California
6oz: \$5 • 9oz: \$6.50 • Bottle: \$18

14 HANDS

Chardonnay - California
6oz: \$7 • 9oz: \$10 • Bottle: \$26

RED

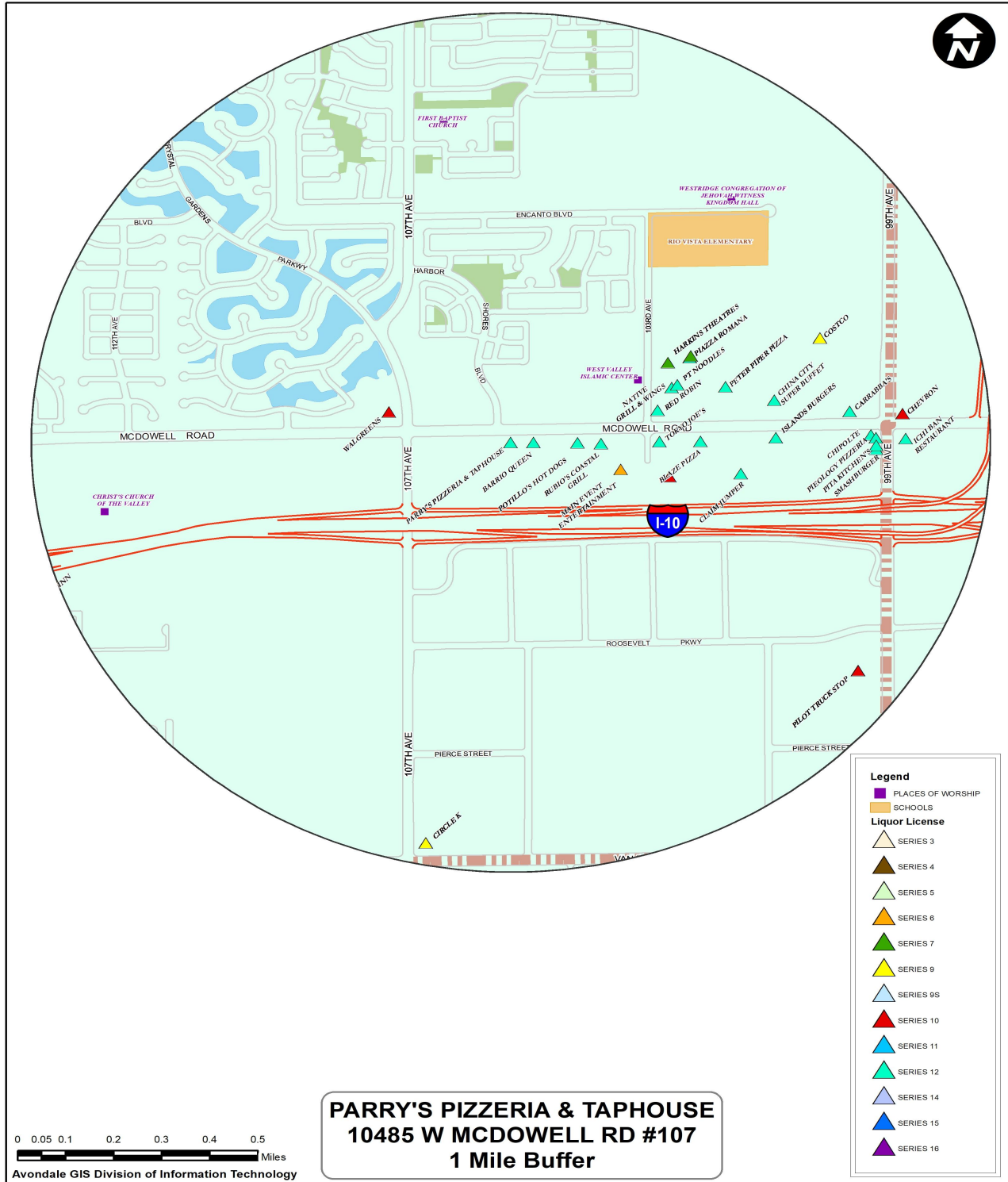
CANYON ROAD

Cabernet Sauvignon or
Pinot Noir - California
6oz: \$5 • 9oz: \$6.50 • Bottle: \$18

RASCAL

Pinot Noir - Oregon
6oz: \$6 • 9oz: \$9 • Bottle: \$28

GIS MAP



LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Andrea Dahlman Lewkowitz
Business Name	Parry's Pizzeria & Taphouse
Business Address	10485 W McDowell Rd #107 Avondale, AZ 85323
Department Comments	
The General Plan designates the property as Freeway Commercial (C-3), and the current zoning is Planned Area Development (PAD) known as Park 10. A restaurant is an allowed use per the development plan narrative.	
☐ Police Department ☐ Fire Department ☒ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
 E-Signature Augustus Gerletti Name	Associate Planner Title Mar 24, 2022 Date

This license is scheduled for the City Council Meeting on: April 18, 2022

Please complete form by: April 4, 2022

LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Andrea Dahlman Lewkowitz
Business Name	Parry's Pizzeria & Taphouse
Business Address	10485 W McDowell Rd #107 Avondale, AZ 85323
Department Comments	
No concerns.	
☐ Police Department ☐ Fire Department ☐ Development Services ☒ Finance Department	
☒ Approved ☐ Denied	
<u><i>Daniel Vazquez</i></u> Daniel Vazquez (Mar 24, 2022 15:53 PDT)	Accountant/Tax Auditor
E-Signature	Title
<u>Daniel Vazquez</u>	<u>Mar 24, 2022</u>
Name	Date

This license is scheduled for the City Council Meeting on: April 18, 2022

Please complete form by: April 4, 2022

LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Andrea Dahlman Lewkowitz
Business Name	Parry's Pizzeria & Taphouse
Business Address	10485 W McDowell Rd #107 Avondale, AZ 85323
Department Comments	
No comments	
☐ Police Department ☐ Development Services ☒ Fire Department ☐ Finance Department	
☒ Approved ☐ Denied	
 Jason Napier (Mar 24, 2022 4:54 PDT) E-Signature Jason Napier Name	Fire Marshal Title Mar 24, 2022 Date

This license is scheduled for the City Council Meeting on: **April 18, 2022**

Please complete form by: **April 4, 2022**

LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Andrea Dahlman Lewkowitz
Business Name	Parry's Pizzeria & Taphouse
Business Address	10485 W McDowell Rd #107 Avondale, AZ 85323
Department Comments	
☒ Police Department ☐ Development Services	☐ Fire Department ☐ Finance Department
☒ Approved	☐ Denied
<u>Jonathon Martin</u> Jonathon Martin (Mar 24, 2022 14:31 PDT) E-Signature	<u>Assistant Chief (Interim)</u> Title
<u>Jonathon Martin</u> Name	<u>Mar 24, 2022</u> Date

This license is scheduled for the City Council Meeting on: April 18, 2022

Please complete form by: April 4, 2022

CITY COUNCIL REPORT

SUBJECT: Wired Telecommunications License and Right-of-way Use Agreement with BIF IV Intrepid OpCo LLC

MEETING DATE: 4/18/2022

TO: Mayor and Council

FROM: Jeff Scheetz, Chief Information Officer, (623) 333-5011

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

Connected Community: Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the City's resources, the region, and each other.

PURPOSE:

City Council will consider a request to approve the Wired Telecommunications License Agreement with Intrepid OpCo LLC and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Intrepid OpCo LLC wishes to install, operate, maintain and repair telecommunication services within the right-of-way for the purpose of providing fiber-to-the-premise networks and fiber-based internet services. Fiber-to-the-home internet services will increase the options for residential internet service, provide competition, and enhance the quality of life for our residents.

DISCUSSION:

The proposed Wired Telecommunication Agreement with BIF IV Intrepid OpCo LLC allows the licensee to install, operate, maintain, and repair fiber-to-the-premise networks for homes, residences, and government organizations. The licensee is focused on the residential market but has the option to provide fiber-based services to enterprise and wholesale customers.

BUDGET IMPACT:

The Licensee will pay an annual fee to the City determined by calculating the fee of \$0.89 per linear foot, adjusted annually by the Consumer Price Index, times linear footage of trench permitted or installed. The annual fee is capped at 5% of the Licensee's annual gross revenues; however, this cap is only applicable if the Licensee has paying customers which is deemed Gross Revenues under the agreement.

RECOMMENDATION:

Staff recommends approval of the agreement with BIF IV Intrepid OpCo LLC.

Contact person for document distribution: Jeff Scheetz

WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT

This Wired Telecommunications License and Right-of-Way Use Agreement ("Agreement") is entered into this ____ day of March, 2022 by and between the City of Avondale, an Arizona municipal corporation ("City") and BIF IV Intrepid OpCo LLC, a Delaware limited liability company ("Licensee").

RECITALS

WHEREAS, the City owns public street and alley right-of-way and public utility easements within the boundaries of the City of Avondale;

WHEREAS, Licensee has filed an application with the Arizona Corporation Commission ("ACC") for a Certificate of Convenience and Necessity ("CC&N") in Arizona Corporation Commission Docket No. T-21179A-22-0015;

WHEREAS, Licensee wishes to install, operate, maintain and repair cable containing bundles of multiple optical fibers, within the right-of-way for the purpose of providing fiber-to-the-premise networks and fiber-based services, as authorized by the Arizona Corporation Commission, subject to the requirements of this Agreement;

WHEREAS, Licensee is a competitive communications provider and will primarily install, operate, maintain, and repair fiber-to-the-premise networks and fiber-based services including but not limited to internet/broadband services and end-to-end fiber-based services, that will primarily be used by other communications providers to serve end-user customers. While not its primary business focus, Licensee may also provide other fiber-based services, including voice services, to other customer segments;

WHEREAS, 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, repair, and maintenance of facilities within the City's boundaries pursuant to the Avondale City Code, and by virtue of federal (47 U.S.C. § 253) and state statutes (including, but not limited to, ARIZ. REV. STAT. §§ 9-581, 9-582, and 9-583), by the City's police powers, its authority over City's public right-of-way, and its other governmental powers and authority;

WHEREAS, the City desires to reserve rights to construct, use, and allow others to construct and use all manner of additional improvements in the right-of-way, while granting Licensee a license to install, operate, maintain and repair Conduit Systems and Fiber Optic Cable within the City's right-of-way;

WHEREAS, Licensee agrees to provide and maintain accurate maps showing the location of all Fiber Optic Cable owned or used by Licensee in the City right-of-way, and to comply with such other mapping requirements as the City may establish from time to time;

WHEREAS, Licensee will secure the appropriate licenses, encroachments and other permits required by the City for the placement of its Conduit Systems, Fiber Optic Networks, and related facilities within City right of way;

WHEREAS, Licensee has agreed to comply with public property use requirements that City has and may establish from time to time.

NOW THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Licensee, and the covenants and agreements contained herein to be kept and performed by Licensee, and for other good and valuable consideration, the City hereby grants to Licensee a telecommunication license and permission to use the public right-of-way pursuant to the terms and conditions set forth herein.

DEFINITIONS

Cable Services shall have the same meaning as defined in Chapter 4.5 of the Avondale City Code, herein incorporated by this reference, and in ARIZ. REV. STAT § 9-581. Cable Services is not a Telecommunications Service.

Conduit means pipes made of varying materials designed to protect buried Fiber Optic Cables.

Conduit System means any combination of Conduits, ducts, inner-ducts, manholes, and hand holes – all joined to form an integrated whole.

Dark Fiber means Fiber Optic Cables that have not been connected to transmission equipment or otherwise part of a Fiber Optic Network. Dark Fiber sales and leasing is not a Telecommunications Service.

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, Conduit, pedestals, antenna, Fiber Optic Cables, and other appurtenances placed in, on, or under the ROW.

Fiber Optic Cable means a cable containing bundles of optical fibers used to carry optical signals. Fiber Optic Cables may be part of a Fiber Optic Network.

Fiber Optic Network means a communication system consisting of an optical transmitter used to convert an electrical signal into an optical signal to send into an optical fiber, Fiber Optic Cables routed through conduits and buildings, amplifiers, and an optical receiver to recover the signal as an electrical signal. A Fiber Optic Network contains Fiber Optic Cables and is used for the purpose of Telecommunications Services.

Gross Revenues means all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half per cent annually, that is received directly or indirectly by the Licensee, its affiliates, subsidiaries or parent or any person, firm or corporation in which the Licensee has a financial interest or that has a financial interest in the telecommunications provider and that is derived from the

Telecommunications Services provided in the area of jurisdiction. Gross revenues include all revenue from charges for Telecommunications Services to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive Telecommunications Services, and any other receipts from subscribers derived from operating the telecommunications system to provide Telecommunications Services, including receipts from forfeited deposits, sale or rental of equipment to provide Telecommunications Services, late charges, interest and sale of program guides. Gross revenues also include all income the Licensee receives from the lease of its facilities located in the public streets, roads and alleys, unless services that the lessee provides over the leased facilities are subject to a transaction privilege tax of the licensing authority. Gross revenues do not include revenues from fees, taxes or other fees or charges that the Licensee collects and pays to any governmental authority, any increase in the value of any stock, security or asset, or any dividends or other distributions made in respect of any stock or securities.

Right-of-Way ("ROW") means the roads, streets, highways, and alleys and all other dedicated public rights-of-way and public utility easements of the City.

Telecommunications means the transmission of information, between or among points specified by a user, of the user's choosing, without change in the form or content of the information as sent and received. Telecommunications does not include commercial mobile radio services, pay phone services, interstate services, Cable Services, information services, or the sale or leasing of Dark Fiber for transmission purposes.

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. Telecommunications Services does not include commercial mobile radio services, pay phone services, interstate services, Cable Services, information services, the sale or leasing of Dark Fiber for transmission purposes, or the sale or leasing of Conduit.

AGREEMENT

1. LICENSE; TERM

- 1.1. License; Route. The City hereby grants to Licensee a non-exclusive, revocable license to use the designated portion of the ROW ("Route") subject to and conditioned upon Licensee's full, timely, complete, and faithful performance of all obligations required under this Agreement. Such use of the Route will be for the sole purpose of operating and maintaining a wired network as described in this Agreement. The Route will be occupied by Licensee's Conduit System, Fiber Optic Network, plant, equipment, and property used in the provision of communication and Telecommunication Services, including, but not limited to, poles, wires, pipe, Conduit, pedestals, antenna, Fiber Optic Cables, and other appurtenances placed in, on, or under the ROW (collectively, the "Licensee's Facilities") and is as reflected on the map (*i.e.* use area) in **Exhibit A**, herein incorporated by this reference. For the avoidance of doubt, under no circumstances shall the Route include any other property other than the ROW. Licensee may request modification

or expansion of the Route by submitting all required permits for construction to the City. Any modifications or expansions to the Route shall be governed by the terms and conditions of this Agreement and must be approved in writing by the City in its sole discretion. Any modifications or expansions shall become part of the Route. Licensee shall not use any portion of the ROW that is abandoned by the City or removed from the City's legal boundaries or for any purpose other than that expressly stated this Agreement.

- 1.2. Term; Effective Date. This Agreement is effective the date the last party signs ("Effective Date") and shall remain in effect for five (5) years from the Effective Date ("Term"), unless sooner terminated. No provision of this Agreement may be construed to grant any automatic extension, renewal, or replacement thereof.
 - 1.2.1. Holdover. If Licensee's Facilities remain in the Route, and Licensee continues to use such Licensee's Facilities beyond the expiration of the Term, the Agreement 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 sixty (60) days beyond the expiration of the Term, and no permits will be issued to Licensee by the City until a new license agreement has been approved by the City Council.
 - 1.2.2. Failure by Licensee to have a valid license to use the Route or other ROW by the expiration of the Holdover Term shall result in immediate withdrawal and revocation of any existing permits issued by the City to Licensee. If, however, Licensee 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 Licensee prior to the expiration of the Agreement.
- 1.3. Renewal. The parties may extend the Term of this Agreement for up to three (3) additional five (5) year periods upon the mutual written consent of both parties. Such renewal must be made within one-hundred eighty (180) days prior to the termination of the initial Term of the Agreement. Licensee understands that the City may adopt future code amendments or fee schedules relating to use of the ROW, which may become applicable to this Agreement upon its initial or subsequent renewal. Licensee acknowledges the right of the City to adopt and implement such lawful code amendments and/or fee schedules.
- 1.4. Amendments. This Agreement may not be amended without the written approval of both parties, except as described herein.
- 1.5. No Real Property Interest. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights in the Route is limited to the license rights created by this Agreement, which creates a revocable (subject to the terms and provisions herein), non-exclusive license in the Route. The City and Licensee do not by this instrument

intend to create a lease, easement or other real property interest. Licensee shall have no real property interest in the Route or any portion of the ROW. Licensee's rights hereunder are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Route. Licensee's rights hereunder are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the Route or Licensee's use thereof.

- 1.6. "AS-IS" Condition. Licensee is responsible for the study and inspection of the Route to be used pursuant to this Agreement and for determining the fitness for use intended by Licensee. The City expressly disclaims all warranties of merchantability or fitness for a particular purpose or absence of hazardous conditions associated with the Route and the ROW. Licensee accepts the Route and ROW in "AS-IS" condition, without representation or warranty of any kind by the City, its officers, agents, or employees, and subject to all applicable laws governing the use of the Route for the permitted uses allowed by this Agreement.
- 1.7. Mapping Requirement. Licensee shall maintain as-built drawings of Licensee's Facilities located within the Route and furnish a copy to the City using as-builts in pdf and AutoCAD. Upon completion of new or relocation construction of Licensee's Facilities in the Route, Licensee shall create and maintain precise, up-to-date maps of any of Licensee's Facilities and the Route using as-builts in pdf and AutoCAD and will make this information available to the City.
- 1.8. Dark Fiber and Other uses. To the extent Licensee occupies the ROW with empty Conduit and/or Dark Fiber and/or uses the ROW to provide interstate services other than Telecommunication Services as defined by ARIZ. REV. STAT § 9-581, such use or occupation of the ROW is subject to the terms and conditions of this Agreement and any applicable fees, permits, and laws.
- 1.9. Cable System. If Licensee obtains or seeks federal, state, or local approval to provide Cable Services over Licensee's Facilities within the City, this Agreement shall remain in effect according to its terms, and Licensee shall continue to pay any fee required by this Agreement, regardless of any legal or regulatory provisions, permits or other processes or rules that might now or hereafter provide otherwise. This Agreement does not allow Licensee to provide any type of video programming or other programming or transmission within the City that may be subject to a cable television license or franchise within the City's boundaries.
 - 1.9.1. Licensee shall not use Licensee's Facilities to provide Cable Services, cable television, or for open video service without the proper formal authorization by the City in separate agreements.
 - 1.9.2. Licensee may enter into User Contracts, as defined in Section 3.8, to allow third-parties to use Licensee's Facilities for Cable Services, cable television, or for open video service only if the third-party has already entered into the

proper agreements with the City that allows the third-party to conduct such activities.

2. USE OF THE ROW; PERMITS

- 2.1. Maintenance of Licensee's Facilities. Licensee shall be solely responsible for all maintenance, repair, and provision of all utilities for Licensee's Facilities under this Agreement. Licensee shall at all times repair and maintain Licensee's Facilities and the Route at Licensee's sole expense in a sound, clean, safe manner, meeting or exceeding the best industry practices.
- 2.2. Liability for Licensee's Work. For purposes of this Agreement, whenever work is done in the ROW or adjacent to the ROW as part of any work Licensee is performing in the ROW, Licensee agrees that it is solely responsible for the acts, errors, omissions, and any negligence of any or all persons, firms, partnerships, corporations, associations or other organization, or a combination of any of them, including any subcontractor hired and/ or used by Licensee, that performs services or provides goods relating to this Agreement and that the obligations of this Agreement are imposed on both Licensee and any of Licensee's contractors (and any subcontractors used thereunder), who will be considered Licensee's representatives and for whom Licensee will be responsible.
- 2.3. Licensee shall ensure that Licensee and its employees, agents, contractors, and representatives comply with all ROW use requirements, including, but not limited to, the following:
 - 2.3.1. Licensee shall ensure that Licensee's Facilities are constructed, installed, operated, repaired, and/or maintained in accordance with the Avondale City Code and established practices with respect to the ROW, including, but not limited to, obtaining the proper permits prior to commencing any work and following all terms and conditions of such permits.
 - 2.3.2. Licensee's use of the ROW shall be according to plans approved by the City Engineer, provided that such approval of plans shall not be unreasonably withheld or delayed.
 - 2.3.3. Licensee's Facilities to be constructed, installed, operated, maintained, repaired, upgraded, and/or removed shall be located or relocated as to interfere as little as possible with traffic or other authorized uses within the ROW. Any phases of construction and/or installation relating to traffic control, backfilling, compaction, paving, and/or location or relocation of Licensee's Facilities shall be subject to regulation by the City Engineer.
 - 2.3.4. Provided such guidelines complies with State and Federal law, the City may issue reasonable policy guidelines to all licensees/permittees with Telecommunications Services and Right-of-Way Access Agreements to establish procedures for determining how to control the issuance of engineering permits to multiple licensees/permittees for the same one-mile

segments of the ROW. Licensee agrees to cooperate with the City in establishing such policies with procedures established by the City Manager or their designee to coordinate the issuance of multiple engineering permits in the same one-mile segments of the ROW.

- 2.3.5. Licensee and its employees, agents, contractors, and representatives are subject to the City's exercise of its police, regulatory, and other powers as the City now has or may later obtain, and a license or other agreement may not waive application of the same. The City shall have continuing jurisdiction and supervision over any facilities located within or on the ROW, including, but not limited to, Licensee's Facilities. Daily administrative, supervisory, and enforcement responsibilities are hereby delegated and entrusted to the City Manager or their designee to interpret, administer, and enforce the provisions of this Agreement.
- 2.4. Permits before Construction/Installation. Licensee may not install, construct, locate, or attach any Licensee's Facilities to any property within the City, including the ROW, until Licensee has applied for and received approval for permits from the City Engineer. Licensee shall be solely responsible for any and all acts, errors, omissions, and negligence of Licensee's contractors (and any subcontractors used thereunder) who are involved in the design, installation, construction, maintenance, repair, location, relocation, and/or any other activity involving Licensee's Facilities subject to this Agreement. Licensee and Licensee's contractors (and any subcontractors used thereunder) shall comply with all provisions of the Avondale City Code, including, but not limited to, off-site construction 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 Licensee's use of the 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 occupants/users of the ROW.
- 2.5. Details/Specifications for Permits. Licensee shall submit all applicable permit applications 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 to be performed pursuant to this Agreement.
- 2.6. Stipulations. Licensee and its contractors shall abide by all stipulations of all licenses and permits issued.
- 2.7. Permits for Relocation. If Licensee desires to change the location of any portion of Licensee's Facilities from the initial permit application(s), Licensee shall apply for and obtain approval for an amendment to the permit prior to installation or construction, which approval shall not be unreasonably withheld or delayed.

- 2.8. Criteria for Approval. The City will approve or deny applications based on the availability of space at the location(s) sought by Licensee, safety, and other considerations in accordance with the Avondale City Code, the City's practice, applicable ROW construction regulations, and other applicable laws.
- 2.9. Construction Standards. Any of Licensee's Facilities placed in the ROW shall be constructed using industry standard boring 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. Licensee and/or its contractors shall install any new Conduit and access points (e.g. manholes, pull boxes) using industry standard practices and in full compliance with the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments ("MAG") as amended, the City's supplements to MAG, and the City's General Engineering Requirement Manual ("GER").
- 2.9.1. Aerial Facilities. In accordance with the GER, Licensee may place Fiber Optic Cables above ground along the Route where there are existing aerial/aboveground facilities. If such existing aerial/aboveground facilities are subsequently relocated underground, Licensee shall relocate its then-existing aerial/aboveground Fiber Optic Cables underground in those locations and locate any new Fiber Optic Cables underground in those locations.
- 2.10. Written Approval for Changes. Licensee shall obtain written approval from the City Engineer or their designee if Licensee desires to change any components of any Licensee's Facilities, which shall not be unreasonably withheld, delayed, or denied.
- 2.11. Work Restrictions/Requirements. Licensee shall comply with and ensure that its contractors comply with the City of Avondale Temporary Work Zone Traffic Management Policy ("Avondale Work Zone Policy"), as amended from time to time, herein incorporated by this reference. All of Licensee's work under this Agreement shall follow the Avondale Work Policy, which includes, but is not limited to, defined road types, allowable hours of work and holiday/event restrictions, and other work requirements and restrictions. The City will provide the Avondale Work Policy as requested and may be found on the City of Avondale website.
- 2.12. Right to Inspect. The City shall have the right, but not the obligation, to inspect all construction and/or installation work performed subject to the provisions of this Agreement and to make such tests as the City deems necessary to meet the City's standards, the Avondale Work Policy, the MAG Uniform Standard Specifications and Standard Details for Public Works Construction, and any and all applicable City supplements thereto.
- 2.13. Common Installations. Licensee shall reasonably coordinate the installation of Licensee's Facilities with other utilities and the City to accommodate opportunities

for common installation. Nothing herein shall require Licensee to incur any material additional expense to accommodate common installations.

- 2.14. Boring; Street Openings. Although the exact placement and location of Licensee's Facilities shall be determined by the City through the permitting process, Licensee has expressed its intent and the City has expressed its desire to have such Licensee's Facilities installed outside of the paved street area whenever such location is feasible and reasonable. If Licensee intends to place Licensee's Facilities by directional boring under such streets when feasible and reasonable, said bore profiles based on vacuum pothole information shall be part of the engineered plans to be submitted to the City. Arterial streets shall not be bored, unless approved by the City Engineer in writing. In the event that a street opening in the pavement cannot be avoided, Licensee agrees to pay a fee in accordance with the City's Development Services Fee Schedule, as amended, and the Avondale Municipal Code (including, without limitation, trenching permit fees and fees for excavation in paved streets).
- 2.15. Dedicated Personnel. Licensee shall provide and identify a representative (e.g. project manager) who shall be the contact person for the City during any construction periods.
- 2.16. Adjacent Property-Owners. Licensee shall provide written notice to adjacent property-owners, or other individuals or entities having lawful control of adjoining property, of any activity by Licensee that may interfere with access to said property during all construction activities or other operations, except to the extent that this requirement of maintain access is waived in writing by the adjacent property-owner or other individual or entity having lawful control of such adjoining property. If an emergency requires activity without such written notice, Licensee shall use commercially reasonable efforts to provide timely actual notice to the adjacent property-owner or other individual or entity having lawful control of such adjoining property. Upon request, Licensee shall promptly provide the City with the documentation of such permission from such affected property owner.
- 2.17. Opening/Alteration. Whenever Licensee or Licensee's contractors (and any subcontractors used thereunder) 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 (7) business days following completion of Licensee's work which necessitated such opening or alteration, weather permitting. Licensee shall upon the completion of the opening or alteration, restore the property, improvements or landscaping disturbed by Licensee or Licensee's contractors (and any subcontractors used thereunder) 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.
- 2.18. Restoration. After any work, installation, repair, maintenance, replacement, or relocation work performed in the Route, Licensee shall restore all disturbed areas

of the Route, affected ROW, and any affected surrounding property to the same condition or better that existed immediately prior to the commencement of the installation, repair, maintenance, replacement or relocation work. Such restoration includes, but is not limited to, repairing and/or replacing to the City's standards, rules, and policies (as amended from time to time) all pavement, sidewalks, curbs, landscaping, or other City improvements that may be disturbed or damaged by Licensee's activities or work under this Agreement.

- 2.19. Clean; Removal of Debris. Licensee and/or its contractors shall, during construction and upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site, the Route, and the ROW in a safe, neat, and clean condition.
- 2.20. Safety. Licensee and its contractors shall be solely and completely responsible for the conditions of any job site, including safety of all individuals (including employees) and property, during performance of the work. This requirement shall apply continuously and is not limited to normal working hours. The safety provisions herein shall conform to all applicable federal (including OSHA), state, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the stricter requirement shall be followed. Licensee's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve Licensee from compliance with these provisions.
- 2.21. Traffic Control. Licensee shall comply with the following traffic control requirements:
 - 2.21.1. Licensee's traffic control shall comply with the City of Avondale Temporary Work Zone Traffic Management Policy, herein incorporated by this reference. Licensee shall follow the guidelines contained in the latest editions of the Manual on Uniform Traffic Control Devices ("MUTCD"), herein incorporated by this reference, and the City of Phoenix Traffic Barricade Manual, herein incorporated by this reference. Licensee shall additionally comply with any special provisions herein.
 - 2.21.2. At the time of the pre-construction conference, Licensee shall designate an 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 insure that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazards and accidents. Any entity wishing to obtain a permit to place, maintain, and/or remove temporary traffic control within the City of Avondale shall obtain an annual traffic control permit from the City per the Avondale Work Zone Policy. At the same time, the City shall designate a representative who will be responsible for ensuring that all traffic control and traffic control alterations are implemented per the traffic control specifications as defined in the approved traffic control plan.

- 2.21.3. Licensee shall have the full responsibility and liability for traffic control for a project. Licensee shall submit a traffic control plan ("Traffic Control Plan") to Traffic Engineering for approval – five (5) business days prior to beginning work under this Agreement. The Traffic Control Plan shall include all motor vehicles, bicyclists, and pedestrians. Licensee 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; otherwise, construction will cease until the Traffic Control Plan is approved. During construction it may be necessary to alter traffic control as approved by Traffic Engineering. Alterations to traffic control shall be in accordance with the Avondale Work Zone Policy, the latest edition of the MUTCD, and/or the latest edition of the City of Phoenix Traffic Barricade Manual. The most restrictive manual shall apply. Licensee shall pay any and all applicable barricade fees.
- 2.21.4. In the event Licensee or Licensee's contractors (and any subcontractors used thereunder) damages any traffic signal equipment, traffic signal conduit, loop detectors, and/or circuits, Licensee shall have them repaired immediately at its expense by an electrical contractor that has had traffic signal experience which is pre-approved by the City. Any damage repaired by the City will be billed to Licensee at cost.
- 2.21.5. Licensee shall notify all adjacent and/or affected residents and/or businesses in advance of any street, alley, sidewalk, and driveway closures per the Avondale Work Zone Policy so that they can make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.
- 2.21.6. Pedestrian access shall be maintained along the length of the project at all times per the requirements of the ADA and as approved by Traffic Engineering.
- 2.22. Arizona 811. Licensee and Licensee's contractors (and any subcontractors used thereunder) shall comply with ARIZ. REV. STAT §§ 40-360.21 through 40-360.32 and participate as a member of Arizona 811 with the necessary records and persons to provide location service of Licensee's Facilities upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the agreement or proof of membership shall be filed with the City Engineer.
- 2.23. Compliance with Laws. Licensee shall comply with all applicable laws as amended from time to time, including but not limited to, the Avondale City Code, Arizona law, and federal law in the exercise and performance of its rights and obligations under this Agreement. If it is necessary for Licensee to comply with any law or regulation of the Federal Communications Commission ("FCC") or the ACC) to engage in the business activities anticipated by this Agreement, Licensee shall comply with such laws or regulations. Provided, however, no such law or regulation of the FCC or

ACC shall enlarge or modify any of the rights or duties granted by this Agreement without a written modification to this Agreement.

3. **NON-EXCLUSIVITY; THIRD-PARTY CONTRACTS**

- 3.1. **Non-Exclusive.** This Agreement is non-exclusive and nothing herein shall prevent the City from granting like or similar privileges to any other individual or entity.
- 3.2. **City's Control of ROW.** Any and all rights granted to Licensee shall be subject to the prior and continuing right of the City to use and manage the ROW exclusively or concurrently with any individuals and/or entities and to manage the City's own conduit, fiber optic cables, or facilities. Any and all rights granted to Licensee shall be subject to all deeds, easements, dedications, 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 any real property interest in land to Licensee, including any fee or leasehold interest, easement, or any franchise rights. The City shall have full authority to regulate, on a non-discriminatory basis, use of the Route and the ROW and to resolve competing demands and preferences regarding use of the Route and the ROW and to require Licensee 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 Route and the ROW:
 - 3.2.1. All timing, public, operational, financial, and other factors affecting existing and future proposals, needs, and plans for Competing Activities, as defined in Section 3.6;
 - 3.2.2. All other factors the city may consider relevant, whether or not mentioned in this Agreement; and/or
 - 3.2.3. Differing regulatory regimes and/or laws applicable to claimed rights, public benefits, community needs, and all other factors relating to Competing Activities, as defined in Section 3.6.
- 3.3. **Accommodate City's Activities.** 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 Licensee, at no expense to the City, to remove, relocate, or abandon in place Licensee's Facilities in order to accommodate the activities of the City. The City shall not be liable for lost revenues sustained by Licensee, however caused, because of damage, modification, alteration, or destruction of Licensee's 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.
- 3.4. **City's Rights.** There is hereby reserved to the City every right and power required pursuant to this Agreement to be herein reserved or provided by any lawful

ordinance or law, and Licensee 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 any agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any lawful governmental right or power of the City.

- 3.5. Interference with Communications Operations. Licensee shall not install, operate, or allow the use of any equipment, methodology, or technology that may or would interfere with the optimum effective use or operation of the City's existing or future fire, emergency, or other communications equipment, methodology, or technology. Licensee shall be responsible to ensure compliance with this requirement by all persons using the Route through or under Licensee. If such interference should occur, Licensee shall immediately discontinue using the equipment, methodology, or technology that causes the interference until Licensee takes corrective measures to alter the Route
- 3.6. Competing Activities. Licensee accepts the risk that there may exist, now or in the future, all manner of work and improvements upon the ROW ("Competing Activities"). Competing Activities include, but are not limited to, laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, or realigning, whether above, upon, or below the surface of the ROW and whether occasioned by the existing or proposed uses of the ROW or existing or proposed uses of adjoining or nearby land, (i) all manner of streets, sidewalks, alleys, trails, ways, and traffic control devices of every description, (ii) all manner of other transportation facilities and their appurtenances, (iii) all manners of pipes, wires, cables, conduits, sewers, storm drains, pumps, valves, switches, conductors, connectors, poles, supports, access points and guys of every description, (iv) all manner of other utility facilities and their appurtenances, (v) all manner of canals, drains, bridges, underpasses, culverts and other encroachments of every description and all manner of other facilities and their appurtenances, and (vi) all other uses of the ROW that the City may permit from time to time.
- 3.7. Subordinate Rights. Any right or privilege claimed pursuant to this Agreement by Licensee for any use of the ROW shall be subordinate to: (i) any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity; (ii) any prior lawful occupancy or use thereof by any other individual or entity; and (iii) any prior easements therein, provided however, that nothing herein shall extinguish or otherwise interfere with the property rights established independent of this Agreement. Licensee shall not obstruct, impede, disrupt, or interfere with or prevent any Competing Activities or any person or entity that has prior or subsequent rights to use the Route and/or ROW.
- 3.8. Third-Party Contracts. Licensee may enter into contracts with third-parties ("ROW Users") in the ordinary course of Licensee's business for use of Licensee's Facilities within the Route, subject to this Agreement. Such contracts ("User

Contracts") are subject to all terms and conditions of this Agreement, including, but not limited to, the following:

- 3.8.1. No ROW User shall transmit data over Licensee's Fiber Optic Network, use Licensee's Facilities, or use the Route for any purpose, except under a User Contract with Licensee;
- 3.8.2. ROW Users shall not perform any construction, maintenance, repair, or any other work in the ROW, unless a ROW Users has a separate agreement with the City to do so; and
- 3.8.3. Identities of ROW Users shall be disclosed to the City, upon reasonable request, but will be deemed confidential if consistent with Arizona public records laws.
- 3.9. Disruption by Others. The City and its officials, agents, employees, or contractors shall not be liable to Licensee or its customers, the ROW Users, or other contractors for any service disruption or for any other harm caused to them or the Route due to Competing Activities.
- 3.10. Compliance with Agreement. Licensee shall cause all persons and/or entities using the ROW through or under Licensee or this Agreement to comply with all terms and conditions of this Agreement. Licensee is responsible for any and all violations of this Agreement by persons and/or entities using the ROW through or under Licensee or this Agreement.

4. **FEES**

- 4.1. City's Right of Fair and Reasonable Compensation. By entering into this Agreement, neither party waives any current or future rights reserved under the law or the Telecommunications Act of 1996, including, but not limited to, those rights pursuant to Section 253(c) that reserve the City's right to manage the ROW and to require fair, non-discriminatory and reasonable compensation from Licensee for use of the ROW.
- 4.2. Licensee's Payments. Licensee shall pay to the City each of the following separate and cumulative amounts (collectively, the "Fee Payment"):
 - 4.2.1. An amount (the "Annual Fee Payment"), consistent with ARIZ. REV. STAT. § 9-583(C)(2), based on Licensee's (a) facilities in the ROW that carry interstate traffic between and among Licensee's interstate points of presence, exclusive of facilities used by the local network and the portion of the interstate network that carries intrastate calls, (b) empty Conduit that is leased/licensed, and/or (c) Dark Fiber that is leased/licensed.
 - 4.2.2. An amount (the "Permit Fee Payment") based on Licensee's permit review and other costs as set out below.

- 4.2.3. An amount (the "Violation Fee Payment") based on certain breaches by Licensee of this Agreement as set out below.
- 4.2.4. An amount (the "Transaction Privilege Tax") based on any qualifying services under the Avondale Tax Code.
- 4.2.5. All other amounts required by this Agreement.
- 4.3. Annual Fee Payment Amount. The amount of the Annual Fee Payment shall be eighty-nine cents (\$0.89) per linear foot of trench in the ROW.
 - 4.3.1. Within ten (10) days after the Effective Date, and on each annual anniversary of the Effective Date, Licensee will report to the City the amount of linear feet of trench permitted and/or installed in the ROW or on other City-owned property. The Annual Fee Payment for the coming year is calculated by multiplying the current annual per linear foot fee, as adjusted by annual CPI under section 4.6 for the year of payment, by the linear footage of trench permitted or installed in the ROW or on other City-owned property. The City must receive the Annual Fee Payment before the City will issue any new encroachment permits for additional facilities or equipment in the ROW or other City-owned property.
 - 4.3.2. The Annual Fee Payment shall be adjusted annually as set forth in this Section. Commencing on the first anniversary of the Commencement Date (being the start of Year 2), and during the Term on each anniversary thereafter, the adjusted fee payment amount shall be the Annual Fee Payment established for the immediately preceding Year as increased by the percentage increase, if any, in the CPI-U (as defined below) from the Base Year 1st Half (as defined below) to the Current Year 1st Half (as defined below). The "CPI-U" means the Consumer Price Index, All Items, for All Urban Consumer, Phoenix Area, published by the Bureau of Labor Statistics of the United States Department of Labor (the "Bureau"). The period from January to June immediately preceding the then-current anniversary of the Commencement Date shall be the "Current Year 1st Half," and the period from January to June for the year before that shall be "Base Year 1st Half." (For example, if the Commencement Date were September 1, 2019 and the increase in the Annual Fee Payment were being calculated for the Year beginning September 1, 2020, then the increase would be the increase in the CPI-U from 1st Half 2019 to 1st Half 2020). In no event may the adjusted fee be less than the Annual Fee Payment for the prior year. If the Bureau ceases publishing the Consumer Price Index, or materially changes the method of its computation or other features thereof, the City shall substitute therefore a comparable index that is reasonably acceptable to both parties and is based upon changes in the cost of living or purchasing power of the consumer dollar published by any governmental agency, responsible financial periodical, trade association, or educational institution. For example, which shall be used only as an example:

Linear Foot Fee

1st Half		2019		2020		%
YEAR	CPI-U		Fee		Adjusted Fee	of change
2020	145.122	X	0.89	=	0.91	2.8%
2019	141.214					

- 4.3.3. In the event Licensee cancels or returns a permit and does not construct or install the Licensee's Facilities approved by such a permit, the fees Licensee previously paid for the respective permit may be applied as a credit to a future Annual Fee Payment or may be refunded to Licensee by the City.
- 4.3.4. Notwithstanding the above, Licensor and Licensee agree that the Annual Fee Payment shall not be greater than an amount equal to five percent (5%) of Licensee's Gross Revenues during each computation period for the Annual Fee Payment; however, such 5% annual cap shall only apply once Licensee has paying customers in the Route which are deemed Gross Revenues. Until Licensee has such paying customers that would be deemed Gross Revenues under this Agreement, Licensee will be subject to the Annual Fee Payment in full with no cap. If at any time Licensee no longer has paying customers or otherwise does not receive any Gross Revenues subject to the 5% cap, the Annual Fee Payment shall resume with no cap until such a time that Licensee again has applicable paying customers. The City shall have the right, at any time, to require written documentation to show that Licensee obtains paying customers; Licensee shall promptly comply with providing such documentation.
- 4.3.5. Notwithstanding the above, Licensor and Licensee may make an in-kind exchange in connection with the Annual Fee Payment, with the Licensor installing City conduit or fiber at specific locations at the City's election.
- 4.4. Appropriate Taxes. Licensee shall pay any applicable city, county and state transaction privilege and use taxes. Such taxes are in addition to any non-tax amounts owed by Licensee pursuant to this Section.
- 4.5. Permit Fee Payment Amount. Licensee shall pay all applicable construction permit fees, including, but not limited to, charges for encroachment permit applications, issuance, inspection, testing, plan review, and any other fees adopted by the City and applicable to persons doing work or encroaching in the ROW.
- 4.6. Adjustments. All fixed dollar amounts stated in this Agreement shall be automatically adjusted upward annually on July 1st. The adjustment shall be made on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI-U), Phoenix Area, all items, published by the United States

Bureau of Labor Statistics (the "Cost of Living Index"). The amount of each adjusted amount shall be calculated as described in Section 4.3.2. This computation is expressed by the following formula:

$$\frac{\text{Current Year 1st Half}}{\text{Base Year 1st Half}} \times \text{Current Amount} = \text{Adjusted Fee}$$

provided, that in no event shall any amount be adjusted downward from any previous period. If the Cost of Living Index has not been published on any adjustment date, the City shall have the right to estimate the Cost of Living Index and to make the adjustments based on such estimate, subject to adjustment when the actual figures become known. If such Cost of Living Index shall, for any reason whatsoever, not be published or readily identifiable at the adjustment date, an index published by any state or federal agency or an index, formula or table accepted generally by the real estate profession shall be used as chosen by the City in the City's reasonable discretion. Any delayed adjustment shall be effective retroactively. For example, which shall be used only as an example:

Fee for Failure to properly restore public ROW

1st Half		2019		2020		% of change
YEAR	CPI-U	Fee		Adjusted Fee		
2020	145.122	X 600.00	=	616.60		2.8%
2019	141.214					

- 4.7. Fee Payment Cumulative. All items of Fee Payment shall be cumulative and separate from each other.
- 4.8. Fee Payment Schedule. Except as specifically provided elsewhere for Violation Fee Payment, Licensee shall pay all Fee Payment on the following schedule:
 - 4.8.1. Licensee shall pay Annual Fee Payment by the anniversary date of each year of this Agreement.
 - 4.8.2. Licensee shall pay Permit Fee Payment at the times and in the amounts specified by the City's normal processes for permitting, including, but not limited to, construction permits, encroachments, issuances, inspections, testing, plan review, and other processes applicable to persons doing work or encroaching in the ROW.
 - 4.8.3. All other Fee Payment shall be payable quarterly in arrears on the last calendar day of the first month of the next calendar quarter. For example, the Violation Fee Payment for the first calendar quarter of a year shall be payable on or before April 30.

- 4.9. Fee Payment Amount Report. Each installment of Fee Payment by Licensee, other than Permit Fee Payment, shall include a report showing the manner in which each component of the Fee Payment was calculated. The report shall summarize the transactions giving rise to the License Fee Payment.
- 4.10. Damage Fees. Licensee shall pay all reasonable costs associated with any damage caused by Licensee or its subcontractors, employees, or agents to the ROW or other public property.
- 4.11. Violation Fee Payment. During the Term of this Agreement, the City may suffer certain money damages in the form of administrative cost and inconvenience, disharmony among Competing Activities, and general inconvenience in ROW use by the City, Competing Activities, and the public as a result of an uncured violation of this Agreement by Licensee ("Inconvenience Costs"). Assessing the actual damages for these Inconvenience Costs may be impracticable to determine. In lieu of paying the actual damages for these Inconvenience Costs, the City may assess Violation Fee Payments against Licensee to cover the damages that caused the Inconvenience Costs and is as described in Section 4.11.1. The Violation Fee Payments will be assessed with the processes described in Section 4.11.2. The Violation Fee Payments are only intended to remedy the Inconvenience Costs that the City suffers. Licensee's payment of Violation Fee Payment does not in any way excuse any breach by Licensee of this Agreement or limit in any way the City's obtaining any other legal or equitable remedy provided by this Agreement or otherwise for such breach. For example, Licensee's obligation to pay Violation Fee Payment does not in any way detract from Licensee's indemnity and insurance obligations under this Agreement, which shall apply according to their terms in addition to Licensee's obligation to pay Violation Fee Payment. Provided however, that if the City determines to exercise any other legal or equitable remedy provided by this Agreement or otherwise, City may not, in addition to such remedy, assess a Violation Fee Payment. Except for any failure to properly restore the public ROW under 4.11.1.1, or other violation of this Agreement by Licensee that in the City's sole determination may impact the health, safety, or welfare of the public, City shall use reasonable efforts to notify Licensee of any violation of this Agreement and permit Licensee an opportunity to cure such violation in accordance with the applicable cure period in this Agreement or as otherwise agreed by City.
- 4.11.1. The Violation Fee Payments per calendar day or part thereof are as follows:
- 4.11.1.1. The amount of Six Hundred Dollars (\$600.00) per calendar day for Licensee's failure to properly restore the public ROW or to correct related violations of specifications, code, ordinance or standards within ten (10) calendar days after the City's notice to correct such defects except where such curative efforts by Licensee are precluded by a force majeure event. Such Violation Fee Payment shall be in addition to any cost the Licensor may incur to restore the ROW or correct the violation.

- 4.11.1.2. Following a ten (10) day notice to cure, the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day for each failure to make Licensee's books and records available as required by this Agreement.
 - 4.11.1.3. The amount of Five Thousand Dollars (\$5,000.00) for any unauthorized partial or total assignment of this Agreement.
 - 4.11.1.4. The amount of Five Hundred Dollars (\$500.00) per instance of any other action or non-action by the Licensee in violation of this Agreement that causes Inconvenience Costs and that is not cured after three (3) calendar days' notice.
- 4.11.2. Process for assess a Violation Fee Payment:
- 4.11.2.1. If the City determines that Licensee is liable for Violation Fee Payment, then the City shall issue to Licensee a notice of the City's assessing a Violation Fee Payment. The notice shall set forth the nature of the violation and the amount of the assessment.
 - 4.11.2.2. Licensee shall pay the Violation Fee Payment within ten (10) calendar days after the City's notice. The following shall apply for any Violation Fee Payment:
 - 4.11.2.3. Licensee shall have thirty (30) calendar days after the notice to pay the Violation Fee Payment or give Licensor notice contesting the assertion of noncompliance.
 - 4.11.2.4. If Licensee fails to respond to the notice, Licensee shall pay the Violation Fee Payment.
- 4.11.3. Except as may be expressly stated in this Section 4, no cure period applies to the accrual of Violation Fee Payment.
- 4.11.4. Licensee may elect to draw upon the letter of credit to collect the Violation Fee Payment
- 4.12. Deadlines for Annual Fees. For any annual payment(s) owed, Licensee shall make such payment(s) to the City within ten (10) business days of the Effective Date and by the anniversary of the Effective Date for the duration of the Term.
- 4.13. Late Fees. Licensee agrees that if it fails to pay any amounts owed to the City by the time prescribed for payment, Licensee shall pay interest on the amounts owed at the rate of one percent (1%) per month.
- 4.14. Requirement of Insurance, Performance Bond, and Letter of Credit. Prior to any work being performed in the ROW, Licensee shall secure all performance bond requirements in this Agreement and provide the City with all insurance

requirements prior to the commencement of any work, including, but not limited to, all certificates of insurance required by this Agreement.

4.15. Performance Bond.

4.15.1. Prior to receiving any permit to construct, install, maintain or perform any work on public property, Licensee shall cause to be filed and maintain until completion of the construction, a faithful performance bond in favor of City in the sum of One Hundred Thousand Dollars (\$100,000.00) or 125% of the amount of the construction costs (whichever is greater) to guarantee that Licensee 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 of the bond, up to the whole thereof, may be forfeited to compensate the City for any damages it may suffer by reason of such breach. Said bond shall be acknowledged by Licensee, as principal, and shall be issued by a surety with an AM Best rating of A-VII or better for the last four quarters. The City and Licensee 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.

4.15.2. If Licensee 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.

4.16. Letter of Credit.

4.16.1. Prior to applying for any permit to construct, install, maintain or perform any work in the ROW which requires a construction permit from the City pursuant to applicable Avondale Municipal Codes, Licensee shall provide either a cash deposit into a suitable interest-bearing account, established by the City, or a domestic irrevocable standby letter of credit, in the sum of not less than Fifty Thousand Dollars (\$50,000.00) as security for the faithful performance by it of all the provisions of this Agreement, and compliance with all orders, permits and directions of any agency of the City having jurisdiction over its acts or defaults under the Agreement and license issued pursuant thereto, and the payment by the Licensee of any claims, liens and taxes due the City which arise by reason of the construction, operation or maintenance of the Fiber Optic Network (the "security fund"). The City shall have the full power of withdrawal of funds from the account or letter of credit except that all interest accrued shall be payable to the Licensee on demand. No withdrawals shall be made from the security fund without the prior written approval of the City Engineer and ten (10) days' prior written notice of intent to withdraw to Licensee.

- 4.16.2. Within twenty (20) days after notice to Licensee that any amount has been withdrawn by the City from the security fund, Licensee shall deposit a sum of money or present to the City an additional irrevocable letter of credit sufficient to restore such security fund account to the original amount.
- 4.16.3. If Licensee: (i) fails, within ten (10) business days of a notice of intent to draw on the security fund, to either dispute the notice in writing or to pay the City any taxes or fees due and unpaid or any damages, costs or expenses which City shall be compelled to pay by reason of any act or default of Licensee in connection with this Agreement; or (ii) fails, within thirty (30) days of such notice of failure from the City to dispute the notice in writing, or comply with any provision of this Agreement which the City reasonably determines can be remedied by an expenditure of funds from the security fund; the City may immediately withdraw the amount thereof from the security fund. Upon such withdrawal, the City shall notify Licensee of the amounts and date thereof.
- 4.16.4. The rights reserved to the City, with respect to the security fund, are in addition to all other rights of the 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 shall affect any other right City may have.
- 4.16.5. Licensee shall be entitled to the return of such security fund, or portion thereof, as remains on deposit at the expiration of the term of the Agreement or upon termination of the Agreement at an earlier date, provided that there is then no outstanding default on the part of the Licensee. Any funds that the City erroneously or wrongfully withdraws shall be returned to Licensee, within thirty (30) business days of such a determination.
- 4.17. In Kind. This Agreement does not currently require any in-kind payment to City by Licensee. However, if Licensee has not paid any fees required under Section 4, the Parties may agree in writing to new in-kind payments to offset to any fees not paid by Licensee to the extent permitted by law. This subsection imposes no obligation on the City to agree to offset any fees in this Agreement or in any future agreement.
- 4.18. Audits. The City shall have the right to audit or otherwise inspect any and all customer contracts, subleases, sublicenses, or otherwise subcontracts, including without limitation, all ROW User agreements with Licensee, to the extent reasonably necessary to confirm compliance with this Agreement, including proper payment of all fees under this Section 4. The City may conduct such audits as often as reasonably necessary in order to justify the necessary payments, but no less than one (1) time per annual term, beginning on the Effective Date.

5. **RELOCATION**

- 5.1. Licensee shall relocate, at no expense to the City, any of Licensee's 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 or any City or other governmental project whenever directed to do so by City. 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. Within ninety (90) days after service of notice by the City, Licensee shall remove the designated portions of Licensee's Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the ninety-day period, Licensee shall take reasonable steps to remove Licensee's 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.
- 5.2. Licensee agrees to obtain a permit as required by this Agreement prior to removing, abandoning, relocating, or reconstructing any portion of Licensee's Facilities on public property or ROW. Notwithstanding the foregoing, the City understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of Licensee's Facilities. Licensee will maintain any annual permits required by the City for such maintenance and emergency repairs. Licensee will notify the City before undertaking the emergency repairs and will apply for and obtain the necessary permits in a reasonable time after notification.
- 5.3. If the City needs to perform any part of the necessary relocation or removal work that has not been done within the time required by the City, it shall be entitled to seek payment for such actual relocation costs by drawing upon the letter of credit or security fund required by this Agreement pursuant to Section 4.16 or the performance bond pursuant to Section 4.15.
- 5.4. The City has no obligation to relocate or otherwise move Licensee's Facilities, any City-owned facilities, Conduit, or Fiber Optic Cables, ROW Users' Facilities, or any other Facilities of persons or entities lawfully using the ROW. The City shall require that third parties be responsible for relocation work of Licensee's prior existing Licensee Facilities in the ROW not necessitated by the City.
- 5.5. Any relocation work performed by Licensee or its contractors shall be subject to and comply with this Agreement.

6. DAMAGE TO PUBLIC PROPERTY

- 6.1. In addition to any indemnity obligation under this Agreement, whenever the installation, use, maintenance, removal, or relocation of any of Licensee's Facilities is required or permitted hereunder, and such installation, removal, or relocation damages or disturbs the surface or subsurface of any ROW or public property or any public improvement that may be located thereon, therein, or thereunder,

however such damage or disturbance was caused, Licensee, 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, in as good a condition as before in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer. If Licensee does not repair the damage or disturbance as just described, then City shall have the option, upon ten (10) business days' prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual costs incurred by the City at City's standard rates.

- 6.2. 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 Licensee, such reasonable and necessary work on behalf of Licensee to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer. The City shall provide written notice to Licensee of the repairs as soon as practicable after the work has begun. Licensee agrees that any damage to City fiber, conduit, or other property must be replaced or repaired and restored with new or like-new materials. 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 and/or relocation and/or removal costs from Licensee and may draw upon the performance bond and/or letter or credit or security fund required by this Agreement in full or partial satisfaction of such costs, if payment is not made by Licensee as required by Section 6.3 below.
- 6.3. Upon the receipt of a demand for payment by the City, Licensee shall, within thirty (30) days, reimburse the City for such costs.
- 6.4. For any pavement cuts by Licensee, Licensee agrees to restore the pavement.

7. PENALTIES FOR VIOLATION OF TERMS

- 7.1. The City's Remedies. The City may pursue any remedy at law, including but not limited to injunctive relief, civil trespass, and withholding other City permits and authorizations until Licensee complies with the terms of this Agreement or any applicable law. Such City remedies are cumulative and may be pursued in the alternative. The City's remedies set forth in this Agreement are not exclusive. Except as otherwise set forth in this Agreement, Election of one remedy by the City, including assessment of liquidated damages, does not preclude the use of other remedies.
- 7.2. Licensee's Remedies. Licensee sole remedy for any breach or threatened breach of this Agreement by the City shall be an action for equitable or injunctive relief.

8. TERMINATION

- 8.1. The City Manager has the authority to terminate, subject to Licensee's right to notice and cure where provided, this Agreement consistent with this Section 8.
- 8.2. Immediate Termination. The City may terminate this Agreement upon thirty (30) days' notice and Licensee's failure to remedy any of the following to the reasonable satisfaction of the City:
 - 8.2.1. Licensee ceases doing business in the City;
 - 8.2.2. If Licensee shall be the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding or if any assignment of any of Licensee's or such other person's property shall be made for the benefit of creditors or if Licensee or such other person dies or is not regularly paying its debts as they come due (collectively a "Licensee Insolvency");
 - 8.2.3. Licensee fails to maintain the CC&N, once granted, in effect following any right of appeal or due process of the ACC;
 - 8.2.4. Licensee fails to maintain any insurance required by this Agreement;
- 8.3. Cure of Defect; Termination. The following instances are defects in performance by Licensee shall be deemed instances of "Default" by Licensee:
 - 8.3.1. Licensee 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, or performance bond;
 - 8.3.2. Licensee fails to make payments to the City in the amounts and at the times specified in this Agreement;
 - 8.3.3. Licensee fails to comply with the Avondale Work Policy and any other construction, design, or other related requirement under this Agreement;
 - 8.3.4. Licensee fails to construct in the designated, approved path of the Route;
 - 8.3.5. Licensee fails to provide the current, accurate as-built plans and maps showing the Route, including all of Licensee's Facilities in the Route; and
 - 8.3.6. Licensee fails to obtain or maintain the required licenses, permits, or other approvals pertaining to the ROW or timely pay any taxes pertaining to the ROW.
- 8.4. Curing Default. The City may terminate this Agreement if Licensee does not cure the defect in performance, as listed as Section 8.3 as instances of Default, within sixty (60) days (or such longer period of time as the City determines is reasonably necessary to cure) following the City's written notice of Licensee's defective performance. Upon the occurrence of Default or at any time thereafter, the City may do any of the following:

- 8.4.1. Pay or perform for Licensee's account, in Licensee's name, and at Licensee's expense, any and all payments or performances required to be paid or performed by Licensee;
 - 8.4.2. Require an additional security deposit adequate in the City's sole discretion to protect the City and the ROW in light of Licensee's history of performance under this Agreement;
 - 8.4.3. Abate at Licensee's expense any violation of this Agreement; and/or
 - 8.4.4. Be excused without any liability to Licensee from further performance of any and all obligations under this Agreement.
- 8.5. No Need to Cure. The City will not need to provide Licensee with a cure period prior to termination if the City finds the defect in performance is due to intentional misconduct, a violation of law, or is part of a pattern of repeated and persistent violations where Licensee has already had notice and an opportunity to cure.
- 8.6. Licensee's Termination. Licensee may terminate this Agreement by providing the City with ninety (90) days' written notice and only upon making arrangements satisfactory with the City Engineer to remove all Licensee's above ground Licensee's Facilities from public property and the ROW, unless the City Engineer agrees in writing to allow Licensee to abandon part or all of Licensee's Facilities in place. If the City Engineer agrees to allow Licensee to abandon Licensee's Facilities in place, the ownership of such Licensee's Facilities, including everything permitted by City to be abandoned in place, shall transfer to City and Licensee shall cooperate to execute any documents necessary to accomplish such transfer within thirty (30) days of such allowance of abandonment.
- 8.7. Restoring the Route. Upon termination or revocation of this Agreement, Licensee shall cease using the Route. Licensee shall return the Route and any affected portions of the ROW or surrounding property affected by Licensee's Facilities and/or work to the same condition or better condition prior to the commencement of this Agreement, reasonable wear and tear excepted. Licensee shall remove all of Licensee's Facilities if requested by the City upon termination of this Agreement and/or revocation of the license granted herein, including, but not limited to, all above ground and subsurface portions of Licensee's Facilities.

9. **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, without giving effect to its principles of conflicts of laws. 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 or within the jurisdiction of Maricopa County, Arizona.

10. **COMPLIANCE WITH LAWS**

- 10.1. Compliance with ARIZ. REV. STAT. § 38-511. Pursuant to ARIZ. REV. STAT. § 38-511, the City may cancel this Agreement within three (3) years after execution of the Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City is or becomes at any time while this Agreement or an extension of this Agreement is in effect an employee of or a consultant to Licensee with respect to the subject matter of this Agreement. The cancellation shall be effective when Licensee receives written notice of the cancellation, unless the notice specifies a later time.
- 10.2. The Parties shall comply with all federal, state and local laws, codes, rules and regulations.
- 10.3. Compliance with ARIZ. REV. STAT. § 35-393.01. Licensee hereby certifies that it does not, and will not, participate in during the term of this Agreement, a boycott of Israel in accordance with ARIZ. REV. STAT. § 35-393.01. Licensee hereby agrees to indemnify and hold harmless the City, its agents and employees from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such an action.
- 10.4. Compliance with Federal Immigration Laws and Regulations. Licensee warrants that it complies with all federal immigration laws and regulations that relate to its employees and that it complies with ARIZ. REV. STAT. § 23-214(A). Licensee acknowledges that pursuant to ARIZ. REV. STAT. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the City retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

11. INDEMNIFICATION

- 11.1. Licensee acknowledges that it has liability for any and all of Licensee's Facilities installed in the public ROW and in the Route, its use and/or occupation of the ROW and the Route, for any work that is done in or adjacent to the ROW and/or the Route, for any loss or liability incurred by reason of any Toxic Substance (as defined in section 19) on or affecting the portion of the ROW and/or the Route used that is attributable to or caused by Licensee and/or its contractor(s), the failure to comply with the request for information and laws pertaining to public records (as further described in section 20.9), and for its exercise of its rights under this Agreement directly or through its contractor(s), except for the intentional or solely negligent acts on the part of the City or its agents. To the fullest extent permitted by law, Licensee, shall defend, indemnify and hold harmless the City, and its officials, boards, commissions, agents, contractors, subcontractors, or employees, individually and collectively, from and against any and all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including but not limited to, reasonable attorney's fees incurred through all appeals ("Claims")

arising out of or alleged to have resulted from or materially related to: (i) the acts, errors, mistakes, or omissions of Licensee, its employees, representatives, or any tier of contractors and/or subcontractors or any other person for whose acts, errors, mistakes, and/or omissions Licensee may be legally liable; (ii) for any loss or liability incurred by reason of any Toxic Substance on or affecting the portion of the ROW and/or the Route used that is attributable to or caused by Licensee and/or its contractor(s); (iii) the failure to comply with the request for information and laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments assessed against the City; and/or (iv) the City entering into this Agreement, or the acts or omissions of the City or its officials, boards, commissions, agents, contractors, subcontractors, or employees acting pursuant to or in furtherance of this Agreement. This defense and indemnification requirement includes any Claims or amounts arising or recovered under worker's compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of Licensee, its agents, employees or representatives to fulfill Licensee's obligations under this Agreement, whether resolution of the above Claim(s) proceeds to judgment or not. The provisions of this Section shall survive termination of this Agreement. This Section 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.

11.1.1. In the event that a notice of claim is served on the City or litigation is commenced against the City for which Licensee has a duty to indemnify and defend the City pursuant to this Agreement, the City must tender the defense of the litigation to Licensee. Licensee shall have the right to retain counsel of its own choice, to settle all or any part of the litigation on terms acceptable to Licensee (and, where such terms directly obligate or affect the City, acceptable to the City). City may retain counsel to assist in the defense, at City's sole cost and expense. Licensee must consult with the City while conducting its defense of the City and must keep the Avondale City Attorney's Office informed of the status and progress of all litigation involving the City that has been tendered to Licensee or its insurance carrier.

11.1.2. 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 accident reports, incident reports, statements or other documents that are relevant to the claims, demands or lawsuits or which may lead to the discovery of relevant materials or information, in the possession of the other party, its employees, representatives, contractors, and/or others.

11.2. Subject to any privilege and/or confidentiality legal protections, both parties agree to make their employees, representatives, and contractors available to the other party to gather any relevant information relating to an incident from which any claim, demand, or lawsuit arises.

- 11.3. It is the purpose of this Section to provide maximum indemnification to the City under the terms and conditions expressed and, in the event of a dispute, this Section shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the City by Licensee against any and all claims, demands or lawsuits. The sole exception shall be an express determination by a court of competent jurisdiction upon full adjudication of the case that the damages arose either from City's sole negligence or intentional acts or that the City was comparatively at fault for the damages. Only in this event may Licensee then commence an action against the City for damages related to that portion judicially determined to be City's fault.
- 11.4. The provisions of this Section shall not be dependent or conditioned upon the validity of this Agreement, but shall be and remain a binding right and obligation of the City and Licensee, even if part or all of this Agreement is declared null and void in a legal or administrative proceeding. It is the intent of Licensee and the City upon the effective date of this Agreement that this Section serves as any such declaration and shall be a binding obligation of and inure to the benefit of Licensee and the City and their respective successors and assigns, if any.
- 11.5. 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.
- 11.6. As a condition to City's executing this Agreement, Licensee specifically agrees that to the extent any provision of this Section is not fully enforceable against Licensee for any reason whatsoever, this Section shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

12. INSURANCE

- 12.1. Limits of Insurance. Licensee shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain commercial general liability insurance against claims for bodily injury (including death) or property damage, products/completed operations and personal and advertising injury, which insurance shall cover claims as may be occasioned by the operations, act, omission or negligence of Licensee or its officers, agents, representatives, or employees during all times that this Agreement is in effect. Limits may be attained by a combination of primary and umbrella liability coverage. Licensee shall maintain limits no less than those stated herein for each type of insurance.
- 12.2. General Requirements. Licensee's insurance of the types and amounts required in this Section shall be from companies possessing a current A.M. Best, Inc. rating of A-VII, or better and legally authorized or permitted to do business in the State of Arizona.

- 12.2.1. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the City, constitute a material breach of this Agreement and may result in termination of this Agreement.
- 12.2.2. The insurance coverage, except workers' compensation and employer's liability, and professional liability, required by this Agreement, shall include the City, its agents, representatives, directors, officials, and employees, as additional insureds as their interest may appear, and shall specify that insurance afforded Licensee shall be primary insurance, and that any self-insured retention and/or insurance coverage carried by the City or its employees shall not contribute to the coverages provided by Licensee. This provision and the inclusion of the City as an additional insured shall not be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(ies).
- 12.2.3. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) for workers' compensation against the City, its representatives, officers, directors, officials and employees for any claims arising out of Licensee's acts, errors, mistakes, omissions, work or service.
- 12.2.4. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retention shall be assumed by and be for the account of, and at the sole risk of Licensee who shall be solely responsible for the deductible and/or self-insured retention.
- 12.2.5. Upon receipt of notice from its insurer(s), Licensee shall use commercially reasonable efforts to provide the City with thirty (30) days' prior written notice of cancellation of any policy required herein.
- 12.2.6. Upon request, Licensee shall furnish separate certificates and additional insured endorsements for each of Licensee's contractors (and any subcontractors used thereunder). All coverages for Licensee's contractors (and any subcontractors used thereunder) shall be subject to the same limits as required for Licensee.
- 12.2.7. The City reserves the right to periodically review said insurance limits to ensure coverage is based on market and risk requirements throughout the effective term of this Agreement.

12.3. Proof of Insurance – Certificates of Insurance.

- 12.3.1. Upon execution of this Agreement, Licensee shall furnish to the City Certificates of Insurance issued by Licensee's agent or broker, as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the

City's Risk Management Division approval of such Certificates. Such Certificate(s) shall include the blanket additional insured endorsement including the City as an Additional Insured pursuant to Section 12.2.2 and shall be attached as Exhibit C to this Agreement.

12.3.2. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City five (5) business days prior to the expiration date.

12.3.3. All Certificates of Insurance shall identify the policies in effect on behalf of Licensee, their policy period(s), and limits of liability required herein. Coverage shown on the Certificate of Insurance must coincide with the requirements in this Agreement. Information required to be on the Certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance carrier or agent. Copies of the initial Certificate of Insurance and any and all subsequent renewals that are required under this Agreement shall be sent to:

City of Avondale
Attn: Risk Manager
11465 W. Civic Center Drive
Avondale, AZ 85323

With copy to:
City of Avondale
Attn: City Engineer
11465 W. Civic Center Drive
Avondale, AZ 85323

12.3.4. The City reserves the right to review, within at least ten (10) business days, certified copies of any or all of the herein required insurance policies and/or endorsements. Such policies shall be made available for review in Maricopa County, Arizona. The City shall not be obligated, however, to review same or to advise Licensee of any deficiencies in such policies and endorsements, and such receipt shall not relieve Licensee from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Licensee's obligations under this Agreement.

12.4. Required Coverage. Such insurance shall protect Licensee from claims set forth below that may arise out of or result from the operations of Licensee under this Agreement and for which Licensee may be legally liable, whether such operations be by Licensee or by anyone directly employed by Licensee. Coverage under the policy will be at least as broad as ISO forms or equivalent thereof, including but not limited to: severability of interest and waiver of subrogation clauses; claims for damages because of bodily injury, sickness or disease, or death of any person other than the Licensee's employees; claims for damages insured by usual personal and advertising injury liability coverage; claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and claims involving contractual liability applicable to Licensee's obligations under the indemnification Section herein.

- 12.5. Commercial General Liability – Minimum Coverage Limits. The Commercial General Liability insurance required herein shall be written in the amount of \$2,000,000 limits per occurrence and \$6,000,000 general aggregate in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the ISO Additional Insured form, and shall include coverage for Licensee's completed operations and products.
- 12.6. Worker's Compensation and Employer's Liability. Licensee shall maintain Worker's Compensation insurance in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with a limit of \$1 million for each accident, \$1 million disease coverage for each employee, and \$1 million disease policy limit.
- 12.7. Automobile Liability. If Licensee owns and/or operates vehicles in Arizona, Licensee shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of \$1 million each accident covering all owned, hired, and non-owned vehicles assigned to or used in performance of Licensee's work. Any combination between automobile liability and excess/umbrella liability amounting to a minimum of \$5 million per occurrence in coverage will be acceptable. Coverage shall be at least as broad as ISO policy form or equivalent.
- 12.8. The City reserves the right to require additional insurance coverages and/or increase any minimum coverages herein at any time with written notice to Licensee.

13. LIMITATION OF LIABILITY

- 13.1. The City and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to Licensee or to its affiliates or customers for any interference with or disruption in the operations of Licensee's Fiber Optic Network or the provision of services, or for any damages arising out of or materially related to Licensee'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.
- 13.2. Licensee 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.
- 13.3. Licensee 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 Agreement.

14. WARRANTY

- 14.1. 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.
- 14.2. LICENSEE ACKNOWLEDGES AND AGREES THAT CITY DOES NOT WARRANT THE CONDITION OR SAFETY OF ITS ROW OR THE PREMISES SURROUNDING THE SAME, AND LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF ANY THE ROW SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

15. SURVIVAL OF LIABILITY

All obligations of Licensee and the City hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this Agreement.

16. PUBLIC EMERGENCY

- 16.1. The City shall have the right, because of a public emergency, to sever, disrupt, relocate, remove, tear out, dig-up or otherwise damage and/or destroy Licensee's Facilities of without any prior notice to Licensee, if the action is deemed reasonably necessary by either the City Manager, Fire Chief, Police Chief, City Engineer, Public Works Director, or their designees. In such event, neither the City nor any agent, contractor or employee of the City shall be liable to Licensee, Licensee's contractors (and any subcontractors used thereunder), or Licensee's customers for any harm so caused to them or Licensee's Facilities. To the extent possible under the circumstances, City will consult with Licensee 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 Licensee of any actions taken. Licensee shall be responsible for repair at its sole expense of any of Licensee's Facilities damaged pursuant to any such action taken by City related to the public emergency.
- 16.2. If any of Licensee's Facilities or activities present any immediate hazard or impediment to the public, to the City, to other City improvements or activities within or outside of the Route, 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 Licensee shall immediately remedy the hazard, comply with the City's request to secure the route area, and otherwise cooperate with the City at no expense to the City to remove any such hazard or impediment.
- 16.3. In the event of a public emergency, neither the City nor any agent, contractor or employee of the City shall be liable to Licensee, Licensee's contractors (and any subcontractors used thereunder), Licensee's 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 reasonably responding to such public emergency.

Where possible, the City will consult with Licensee 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 Licensee's Facilities involved.

17. **NOTICE**

- 17.1. All notices, which shall or may be given pursuant to this Agreement, shall be in writing and transmitted through the U.S. certified or registered mail, postage prepaid, by means of prepaid private delivery systems, addressed as follows:

THE CITY

City of Avondale
Attn: City Engineer
16000 N. Civic Center Plaza
Avondale, AZ 85374
Phone: (623) 222-6150
Fax: (623) 222-6001

With copy to:

Avondale City Attorney's Office
Attn: City Attorney
11465 W. Civic Center Drive
Avondale, AZ 85323
Phone: (623) 222-1120
Fax: (623)-222-1101

LICENSEE

BIF IV Intrepid OpCo LLC
Attn: Jack Waters, CEO
250 Vesey Street
Brookfield Place, 15th Floor
New York, NY 10281-1023
Tel: (212) 417-7000
jack.waters@intrepidfiber.com

With a copy to:

BIF IV Intrepid OpCo LLC
Attn: Business Development Lead
250 Vesey Street
Brookfield Place, 15th Floor
New York, NY 10281-1023
Tel: (303) 710-3911
Patrick.hildebrand@intrepidfiber.com

- 17.2. Notices shall be deemed sufficiently given and served upon the other party the first business day after deposit if sent by private delivery systems and the fifth business day after deposit in U.S. Mail.
- 17.3. Either party may from time to time designate any other address for this purpose by written notice to the other party in the manner set forth above. Licensee shall notify the City within ten (10) business days of any change in mailing address.

18. **TRANSFERABILITY OF LICENSE**

- 18.1. This Agreement is personal to Licensee and therefore the rights, privileges and license granted herein shall not be sold, sublet, assigned, conveyed or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold, conveyed or otherwise transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except Licensee, either by act of Licensee or operation of law, without the express written consent of the City, which consent shall not be unreasonably withheld or delayed. Prior to any proposed transfer of

any kind becoming final, Licensee shall seek the consent of the City to the proposed transfer. Approval by the City to a transfer does not constitute a waiver or release of any of the rights of the City under the Avondale Municipal Code or this Agreement, whether arising before or after the date of transfer.

- 18.2. The assignee or transferee as approved by the City shall be equally subject to all the obligations and privileges of this Agreement, including any amendments, which will remain in full effect, as if the assignee or transferee were the original Licensee.
- 18.3. Nothing in this Section shall be deemed to prohibit a pledge or, hypothecation or mortgage or similar instrument transferring conditional ownership of all or part of the Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of the Licensee through a default of the Licensee in loan obligations, the lender may assume the rights and obligations of the Licensee. The lender may not transfer or change control of the Agreement without submitting the change to the City for consent under this Section. If the lender does continue operation on any basis at any time, it shall be subject to all provisions of the Agreement. No later than three (3) years after assumption of control by the lender, the lender shall apply to the City for the right to continue assumption of control or to transfer the Agreement. Application by the lender for approval of such assumption of control or transfer shall be subject to all provisions set forth herein on consent by the City Council and approval shall not be unreasonably denied or delayed. A "lender" as discussed herein does not include a Licensee, person or corporation or other entity that operates cable television systems or telecommunications systems as a principal or important business. This Section is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the Agreement without City Council review and approval.
- 18.4. 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. The City may, in its sole discretion and in addition to all other lawful remedies available to the City under this Agreement or otherwise, and in any combination, terminate this Agreement, collect any fees owed from Licensee 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 the City's consent. Notwithstanding, the above, transfer or assignment to Licensee's financially viable parent, subsidiary, successor (including the surviving entity in the event of a merger of Licensee), or affiliate under common control, shall not require consent and shall be effective upon written notice to the City.
- 18.5. A change in the direct or indirect ownership of Licensee, where the License remains with Licensee, is not a transfer or assignment under this Section 18.

19. HAZARDOUS SUBSTANCES

19.1. Licensee's and its contractors' 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, ARIZ. REV. STAT §§ 49-901, et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et. seq., 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"):

19.1.1. Licensee and/or its contractors shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the ROW. The prohibitions of the preceding sentence only shall not apply to:

19.1.1.1. 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; or

19.1.1.2. Electric backup batteries.

19.1.2. Licensee and/or its contractors shall dispose of any Toxic Substances away from the ROW as required by law and as reasonably required by the City.

19.1.3. Licensee and/or its contractors 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.

19.1.4. Licensee and/or its contractors shall immediately notify the City of any Toxic Substance at any time discovered or existing upon the ROW. Licensee is not responsible for Toxic Substances that may exist at the ROW if Licensee's contractors (and any subcontractors used thereunder) and/or any other persons using the ROW under this Agreement did not do any of the following:

19.1.4.1. Participate in the Toxic Substance coming to the ROW;

19.1.4.2. Fail to immediately report the Toxic Substance to the City;

19.1.4.3. Knowingly participate in spreading or otherwise disturbing the Toxic Substance; or

- 19.1.4.4. Knowingly exacerbate the effects of the Toxic Substance or the difficulty or cost of dealing with the Toxic Substance.
- 19.1.5. Licensee understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Licensee acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.
- 19.1.6. Within twenty-four (24) hours after any violation by Licensee and/or by its contractors of this Agreement pertaining to Toxic Substances, Licensee shall give the City notice reporting such violation.
- 19.1.7. Licensee shall be available to staff employees of any City department having jurisdiction over Licensee's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of Licensee's Facilities. The City may contact by telephone the network control center operator at the following phone number 866-236-2824 regarding such problems or complaints, and may use that number in order to reach Licensee at any time for any emergency matter. Licensee shall use reasonable efforts to respond to any issues within the time frames specified in its service level agreements. Licensee shall make arrangements with a local entity to handle any necessary problems or complaints that require a physical presence. In addition, Licensee will immediately notify the City if there is a change in the telephone number listed in this Section.

20. MISCELLANEOUS

- 20.1. Complete Agreement. This Agreement, including all 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. This Agreement cannot be modified or amended except in writing signed by both parties.
- 20.2. Validity. Licensee shall acknowledge that as a condition of acceptance of this Agreement, Licensee was required to be represented throughout the negotiations of the Agreement by its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding this Agreement. Licensee 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, Licensee acknowledges and accepts the right and authority of the City to execute this Agreement and to enforce the terms herein.
- 20.3. Partial Invalidity. If any section, paragraph, subdivision, clause, phrase or provision of this Agreement shall be adjudged invalid or unenforceable, or is preempted by federal or state laws or regulations, the same shall not affect the

validity of this Agreement as a whole or any part of the provisions of this Agreement other than the part adjudged to be invalid, unenforceable, or preempted. Parties agree if a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that the City did not have the authority to issue a license to Licensee under ARIZ. REV. STAT § 9-581 to § 9-583, as amended or succeeded, then this Agreement shall be considered a revocable permit with a mutual right in either party to terminate without cause upon giving sixty (60) days written notice to the other. The requirements and conditions of such revocable permit shall be the same requirements and conditions as set forth in this Agreement except for conditions relating to the term of the Agreement and the right of termination. If this Agreement shall be considered a revocable permit as provided herein, Licensee acknowledges the authority of the City Council to issue a revocable permit and the power to revoke as provided therein.

- 20.4. Time of Essence. Time is of the essence in each and every provision of this Agreement.
- 20.5. Severability. If any provision of this Agreement shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, or superseded by other lawful authority including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of this Agreement and the parties may agree in writing to amend this Agreement to address such invalid or unenforceable provisions; however, if the parties disagree as to the validity or enforceability of such provisions, the Agreement will not be affected to the extent of such disagreement until a court of competent jurisdiction determines otherwise or the parties later agree in writing. In the event either party seeks such judicial declaration or interpretation of any provision herein, neither party will be liable for the other party's attorney's fees, regardless of which party is deemed the successful party.
- 20.6. Headings. The headings contained herein are for convenience only and not intended to define or limit the scope of any provision of this Agreement.
- 20.7. No Partnership. Each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other under this Agreement.
- 20.8. 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. The City shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Licensee), or otherwise as a result of the existence of this Agreement.
- 20.9. Public Records. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Licensee acknowledges that all

documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, Licensee understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event the City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Licensee, the City agrees to provide Licensee with notice of that request. Within ten (10) days of such notice (which shall reference the 10-day requirement), Licensee must inform the City in writing of any objection by Licensee to the disclosure of the requested information. Failure by Licensee to object timely will waive Licensee's ability to object under this section and will waive any remedy against the City for disclosure. In the event Licensee objects to disclosure within the time specified, Licensee agrees to handle all aspects related to the request including properly communicating with the requestor and timely responding with information. This provision will survive the termination of this Agreement.

20.10. 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 Licensee, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God; war; terrorist attack; civil disturbance, strike or other labor unrest; plague; pandemics; epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or other public health crisis, including without limitation, quarantine or other employee restrictions; or other events, the occurrence of which was not reasonably foreseeable by Licensee and is beyond its reasonable control.

20.10.1. Government Directives. Any delay or nonperformance of any provision of or obligation under this Agreement caused by a federal, state, and/or local directive, order, or similar requirement, including without limitation, the COVID-19 pandemic and related quarantine orders, shall not constitute a breach of this Agreement or any portion thereof, provided that one party has provided the other party with at least seventy-two (72) hours' written notice of such delay or nonperformance.

20.11. Attorneys' Fees. Except as described herein, in the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party is entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.

20.12. Non-Waiver. Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

20.13. Recitals. The Recitals set forth above are hereby incorporated by this reference, as if fully set forth herein.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date the last party signs.

City of Avondale

An Arizona municipal corporation

Licensee

BIF IV Intrepid OpCo LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney's Office

EXHIBIT A – The Route Map/Use Area

Avondale

Legend

 Underground Path

hfield Park

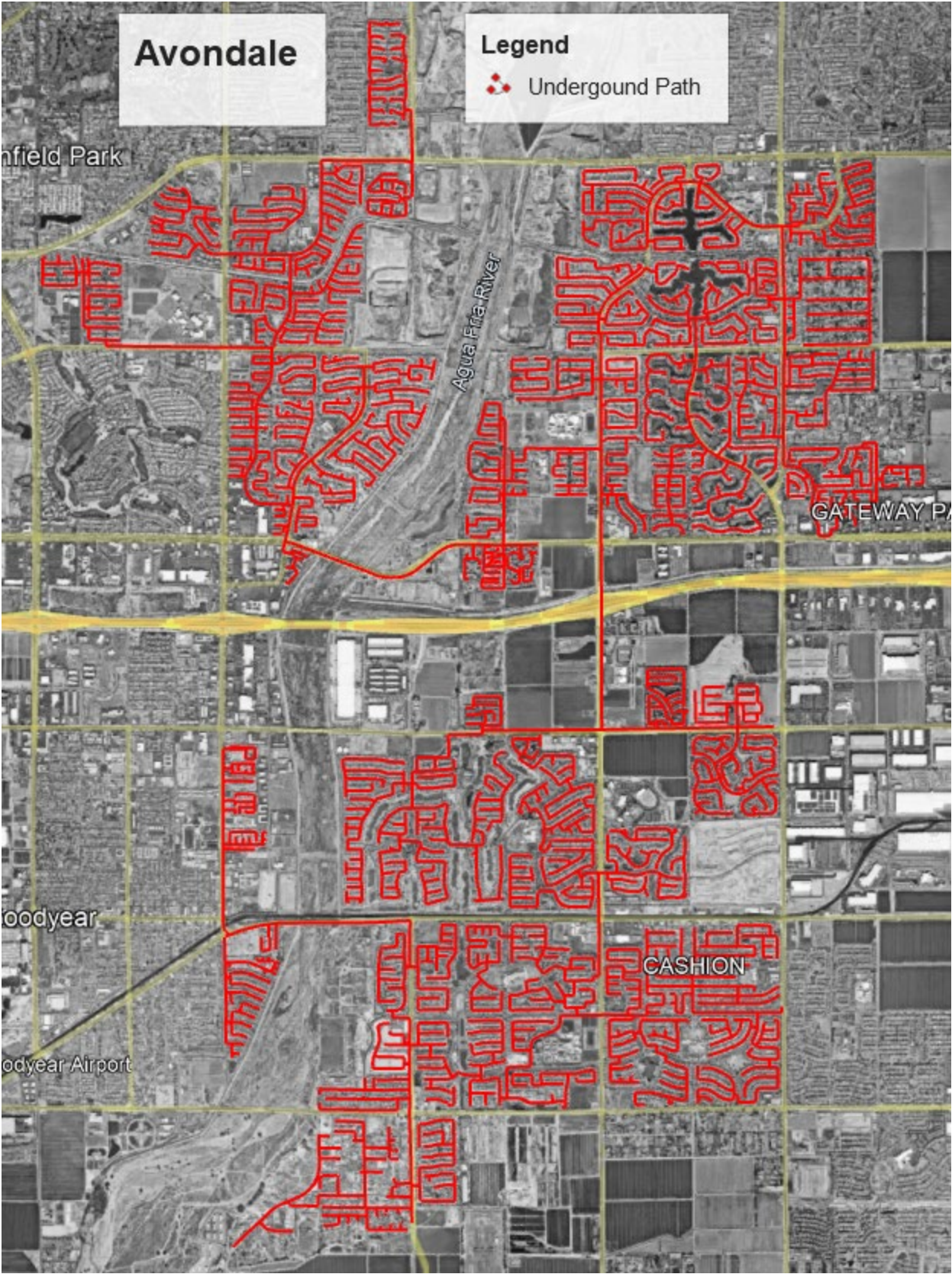
Agua Fria River

GATEWAY P

oodyear

oodyear Airport

CASHION



CITY COUNCIL REPORT

SUBJECT: Resolution 1024-0422- 5th Amendment to the Intergovernmental Agreement with the Superior Court of Arizona in Maricopa County for Jury Services

MEETING DATE: 4/18/2022

TO: Mayor and Council

FROM: Abril Ruiz-Ortega, Court Administrator, (623) 333-5822

THROUGH: Craig L. Jennings, Presiding Judge, (623) 333-5813

STRATEGIC PLAN:

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

PURPOSE:

City Council will consider a request to adopt Resolution 1024-0422, authorizing the 5th Amendment to the Intergovernmental Agreement (IGA) with the Maricopa County Superior Court to extend the IGA for an additional two-year term to provide jury services for the Avondale City Court, and authorize the Municipal Judge, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On June 2, 2014, Council approved a Resolution Authorizing an Intergovernmental Agreement between the City of Avondale and the Superior Court of Arizona in Maricopa County for Jury Services. The City currently pays a \$25 cost per electronic source file of names taken from the General Election Voter Registration Lists and the Department of Transportation.

DISCUSSION:

Per the term of the IGA, the Agreement is renewable for two additional two-year terms through June 2024. The current renewal expires on June 30, 2022. The Avondale City Court would like to exercise the second two-year renewal term to continue the agreement for Jury Services from July 1, 2022 through June 30, 2024.

BUDGET IMPACT:

Courts may purchase an updated file every year and pay a \$25.00 cost for each 100 potential jurors listed on the electronic file as established in the agreement. This cost is included in the budget.

RECOMMENDATION:

Staff is requesting that the City Council adopt a Resolution authorizing the 5th Amendment to the Intergovernmental Agreement (IGA) with the Maricopa County Superior Court to take the option to extend the IGA for an additional two-year term to provide jury services for the Avondale City Court.

Contact person for document distribution: Abril Ruiz-Ortega

RESOLUTION NO. 1024-0422

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY RELATING TO JURY SERVICES IN THE AVONDALE CITY COURT.

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

SECTION 1. The Amendment to the Intergovernmental Agreement between the City of Avondale and the Superior Court of Arizona in Maricopa County, relating to jury services in the Avondale City Court (the “Amendment”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to 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, April 18, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1024-0422

[Amendment]

See following pages.

**AMENDMENT TO EXTEND THE
INTERGOVERNMENTAL AGREEMENT**

BETWEEN

THE SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

and

City of Avondale

FOR JURY SERVICES

It is mutually agreed that the Intergovernmental Agreement (“IGA”) between the parties for jury services is amended as follows:

1. In accordance with Paragraph 4 of the IGA, “Term and Renewal; Termination,” the IGA is renewed for two additional years. The IGA shall remain effective after June 30, 2022 and shall expire June 30, 2024.
2. All other provisions of the IGA shall remain in their entirety.

In witness whereof, the parties hereto have executed this Amendment on the date written below:

Honorable Joseph Welty
Presiding Judge
Superior Court of Arizona
in Maricopa County

Presiding Judge
Avondale City Court

Date

Date

ARIZONA ATTORNEY GENERAL’S OFFICE

Assistant Attorney General

Date

CITY COUNCIL REPORT

SUBJECT: Ordinance 2024- 0422 - Accepting a Donation of Real Property for a Public Sewer Lift Station at Alamar

MEETING DATE: 4/18/2022

TO: Mayor and Council

FROM: Jodie Novak, Acting Development and Engineering Services Director, (623) 333-4015

THROUGH: Tracy Stevens, Acting Assistant City Manager, (623) 333-1014

STRATEGIC PLAN:

Strategic Outcome Area: Creative and Sustainable Community Development

Strategies: Develop diverse housing options, to include housing that is affordable to workers and close to their jobs. Maintain and expand quality infrastructure and improve connectivity to city amenities.

PURPOSE:

City Council will consider a request to adopt Ordinance 2024-0422, authorizing the acceptance of real property for a public sewer lift station located on El Mirage Road, approximately 2,800 feet south of Broadway Road in the Alamar development and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City Council approved the final plat for Alamar Phase 3 on April 4, 2022.

DISCUSSION:

Alamar Phase 3 will require the construction of a public sewer lift station for the development of 345 single-family residential lots. Under the terms of this land donation, the City will accept the donation of 0.0826 acres of real property located on El Mirage Road, approximately 2,800 feet south of Broadway Road. The Alamar developer, Brookfield Residential, LLC, will construct the sewer lift station and the City will operate and maintain it upon acceptance of the lift station by the City Engineer.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends the City Council adopt an Ordinance, authorizing the acceptance of real property for a public sewer lift station located on El Mirage Road, approximately 2,800 feet south of Broadway Road in the Alamar development and authorize the Mayor or Acting City Manager, City Attorney, and City Clerk to execute the necessary documents.

Contact person for document distribution: Aric Stewart, City Engineer; Jodie Novak, Acting DES Director



NOT TO SCALE

ALAMAR PHASE 3 LIFT STATION LOCATION

ORDINANCE NO. 2024-0422

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY FOR
PUBLIC USE.

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

SECTION 1. The dedication of real property totaling $\pm$ 0.0822 acres, generally located along El Mirage Road approximately 950 feet south of Broadway Road within the Alamar residential development, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from Brookfield Lakin, LLC.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
April 18, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2024-0422

[Legal Description and Map]

See following pages.

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

August 27, 2021
WP# 174612.09
Page 1 of 2
See Exhibit "A"

LEGAL DESCRIPTION
Alamar
Lift Station

A parcel of land lying within Section 25, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the west quarter corner of said section, a 3-inch Maricopa County Highway Department brass cap in handhole, from which the southwest corner of said section, a 3-inch Maricopa County Highway Department brass cap in handhole, bears South 00°07'00" West (basis of bearing), a distance of 2615.17 feet;

THENCE along the west line of said section, South 00°07'00" West, a distance of 1009.49 feet;

THENCE leaving said west line, South 89°53'00" East, a distance of 58.00 feet, to the **POINT OF BEGINNING**;

THENCE continuing South 89°53'00" East, a distance of 60.00 feet;

THENCE South 00°07'00" West, a distance of 60.00 feet;

THENCE North 89°53'00" West, a distance of 60.00 feet;

THENCE North 00°07'00" East, a distance of 60.00 feet, to the **POINT OF BEGINNING**.

Containing 3,600 square feet or 0.0826 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of July, 2018. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612.09 Alamar Lift Station L68 08-27-21.docx



EL MIRAGE ROAD

(BASIS OF BEARING) S00°07'00"W 2615.17'

1009.49'

WEST 1/4 CORNER
SECTION 25, T1N, R1W
3" MCHD BCH
POC

EMPIRE TITLE WEST AGENCY LLC
DOC 2018-0474315, MCR
APN 500-70-003D

POB

S89°53'00"E 58.00'

S89°53'00"E 60.00'

N00°07'00"E 60.00'

S00°07'00"W 60.00'

N89°53'00"W 60.00'

EMPIRE TITLE WEST AGENCY LLC
DOC 2018-0474315, MCR
APN 500-70-003D

SOUTHWEST CORNER
SECTION 25, T1N, R1W
3" MCHD BCH

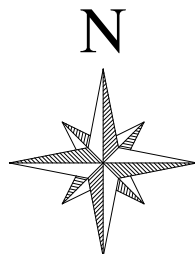


EXHIBIT "A"

ALAMAR
LIFT STATION
8/27/2021
WP# 174612.09
PAGE 2 OF 2
NOT TO SCALE

Z:\2017\174612\Survey\Legal\4612-L68.dwg

CITY COUNCIL REPORT

SUBJECT: Ordinance 2025-0422 – Indian Springs Road Annexation

MEETING DATE: 4/18/2022

TO: Mayor and Council

FROM: Jodie Novak, Acting Development and Engineering Services Director, (623) 333-4015

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

STRATEGIC OUTCOME: Creative and Sustainable Community Development

STRATEGY: Maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:

City Council will consider a request to adopt Ordinance 2025-0422, approving a request by city staff, to annex approximately 15.3 acres of Indian Springs Road Right-of-Way from the existing City limits to 143rd Avenue and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action. The Council will take appropriate action.

BACKGROUND:

The proposed annexation request includes approximately 15.3 acres of Indian Springs Road Right-of-Way between the existing city limits to 143rd Avenue currently maintained by Maricopa County.

The impetus for the proposed annexation is that the City Council approved Resolution 1099-1221 authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and Maricopa County for the installation of streetlighting on Indian Springs Road from 143rd Avenue to the Gila River Bridge.

Maricopa County currently owns and provides roadway maintenance of Indian Springs Road from 143rd Avenue to the Dysart Road alignment. The City has proposed to install streetlighting on Indian Springs Road to City standards and has requested the County provide funding towards the installation of streetlighting from 143rd Avenue to the Gila River Bridge (the Project).

The County shall contribute an estimated amount of \$900,000 towards the Project in Fiscal Year 2022. The City will complete the annexation of this roadway from 143rd Avenue to the Dysart Road alignment prior to the start of design.

As part of the IGA, the City of Avondale is required to annex the Indian Springs Road Right-of-Way from the city limits to 143rd Avenue. .

The approved IGA has been utilized as the City Council's Authorization to proceed.

Since the Annexation is County right-of-way with no other property owners, the annexation may be processed in accordance with ARS 9-471 as per below:

O. As an alternative to the procedures established in this section, a county right-of-way or roadway may be transferred to an adjacent city or town by mutual consent of the governing bodies of the county and city or town if the property transferred is adjacent to the receiving city or town and if the city or town and county each approve the proposed transfer as a published agenda item at a regular public meeting of their governing bodies. A transfer of property made pursuant to this subsection shall be treated by the receiving city or town as if the transferred property was newly annexed territory.

The existing uses and zoning of adjacent properties include:

NORTH: Zoning Maricopa County Rural 43 (RU-43); Vacant and Single-Family Residential Uses

EAST: Zoning Major Sports and Entertainment District (MSED)

SOUTH: Zoning Maricopa County Rural 43 (RU-43); Vacant and Single-Family Residential Uses.

WEST: Zoning Maricopa County Agriculture (AG); Estrella Mountain Regional Park.

SUMMARY OF REQUEST:

At its meeting on December 13, 2021, Council provided Staff with authorization to proceed by approving Resolution 1099-1221 authorizing an Intergovernmental Agreement between the City of Avondale and Maricopa County. The IGA outlined the process by which the City and the County would work towards the lighting of Indian Springs Road. With the Maricopa County contribution of \$900,000, the City is required to annex the Indian Springs Road Right-of-Way and to provide ongoing maintenance and operations funding.

Since the annexation is specifically for county right-of-way, the annexation may be processed in accordance with ARS 9-471.O. No public hearings are required and the annexation may be processed as a “simple” annexation by mutual consent of the governing bodies (City of Avondale and Maricopa County).

DISCUSSION:

The Council will consider adoption of the Ordinance approving the requested annexation. To date, no comments on the request have been received by Staff. In order to obtain \$900,000 in funding from Maricopa County, the City is required to complete annexation of the roadway prior to design of the project in accordance with Council approved Resolution 1099-1221 approval of the IGA between the City of Avondale and Maricopa County,

BUDGET IMPACT:

The County has agreed to contribute \$900,000 for the installation of streetlighting on Indian Springs Road from 143rd Avenue to the Gila River Bridge.

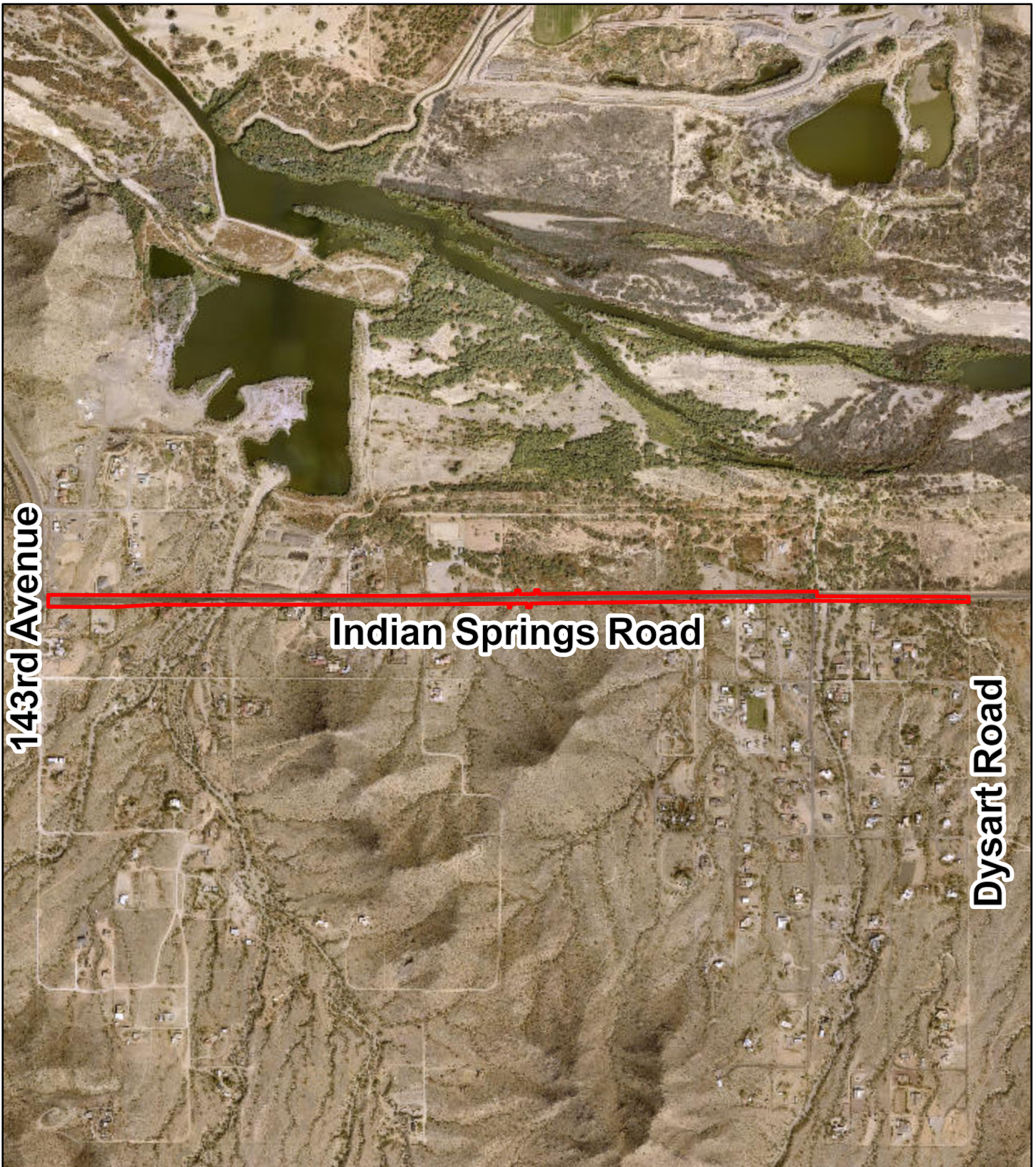
RECOMMENDATION:

City Council will **ADOPT** an Ordinance annexing approximately 15.3 acres of Indian Springs Road Right-of-Way generally located between the existing City limits and 143rd Avenue.

PROPOSED MOTION:

I move that City Council **ADOPT** an Ordinance annexing approximately 15.3 acres of Indian Springs Road Right-of-Way generally located between the existing City limits and 143rd Avenue.

Contact person for document distribution: Eric Fitzer



ORDINANCE NO. 2025-0422

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF AVONDALE BY ANNEXING THERETO A PORTION OF INDIAN SPRINGS ROAD FROM THE DYSART ROAD ALIGNMENT TO 143RD AVENUE.

WHEREAS, the City of Avondale (the “City”) and Maricopa County (the “County”) entered into an intergovernmental agreement for the installation of streetlighting on Indian Springs Road from 143rd Avenue to the Gila River Bridge (the “IGA”), which IGA was approved by the City on December 13, 2021, and by the County on January 12, 2022; and

WHEREAS, the IGA provided that, prior to the start of the design for the installation of streetlighting, the City would annex a portion of the County roadway into the City; and

WHEREAS, it is the desire of the Council of the City of Avondale (the “City Council”) to annex a portion of Indian Springs Road from the Dysart Road alignment to 143rd Avenue into the corporate limits of the City; and

WHEREAS, ARIZ. REV. STAT. § 9-471(O) allows for the annexation of county right-of-way or roadway containing no taxable real property into an adjacent city if the property to be annexed is adjacent to the city and if the city and the county each approve the proposed annexation as a published agenda item at a regular public meeting of their respective governing bodies; and

WHEREAS, the property proposed for annexation (i) consists of Maricopa County right-of-way or roadway containing no taxable real property and (ii) is adjacent to the City; and

WHEREAS, this Ordinance has been duly posted as an agenda item at a regular meeting of the City Council.

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

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

SECTION 2. The right-of-way or roadway in Maricopa County, Arizona, generally located along Indian Springs Road from the Dysart Road alignment to 143rd Avenue, as more

particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby annexed into the corporate boundaries of the City of Avondale.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The City Clerk is hereby authorized and directed to file, in the Maricopa County Recorder's Office, a fully executed copy of this Ordinance, together with an accurate map of the Annexation Area.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, April 18, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2025-0422

(Map and Legal Description of Annexation Area)

See following pages.

EXHIBIT A
LEGAL DESCRIPTION
FOR
ANNEXATION OF
INDIAN SPRINGS ROAD

A PARCEL OF LAND SITUATED IN A PART OF SECTIONS 3 AND 4, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 4, ALSO BEING THE NORTHWEST CORNER OF GLO LOT 6, FROM WHICH THE CENTER CORNER OF SAID SECTION 4, BEARS SOUTH 00 DEGREES 12 MINUTES 52 SECONDS WEST, A DISTANCE OF 2715.20 FEET;

THENCE UPON AND WITH THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 4, SOUTH 00 DEGREES 12 MINUTES 52 SECONDS WEST, A DISTANCE OF 698.31 FEET TO THE NORTH LINE OF THAT CERTAIN 80 FOOT WIDE COUNTY ROAD AS SHOWN IN BOOK 30 OF ROAD MAPS ON PAGE 18 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE UPON AND WITH THE NORTH LINE OF SAID 80 FOOT WIDE COUNTY ROAD, SOUTH 89 DEGREES 57 MINUTES 01 SECONDS EAST, A DISTANCE OF 2630.70 FEET TO THE EAST LINE OF THE AFORESAID SECTION 4 FROM WHICH THE NORTHEAST CORNER THEREOF BEARS NORTH 00 DEGREES 11 MINUTES 34 SECONDS EAST, A DISTANCE OF 694.60 FEET;

THENCE CONTINUING UPON AND WITH SAID NORTH LINE, SOUTH 89 DEGREES 54 MINUTES 21 SECONDS EAST, A DISTANCE OF 345.45 FEET;

THENCE NORTH 89 DEGREES 25 MINUTES 50 SECONDS EAST, A DISTANCE OF 3647.24 FEET TO A LINE WHICH LIES 30.00 FEET EAST OF THE EAST LINE OF GLO LOT 2 OF THE AFORESAID SECTION 3;

THENCE UPON AND WITH SAID 30.00 FOOT EAST LINE, SOUTH 00 DEGREES 11 MINUTES 26 SECONDS WEST, A DISTANCE OF 40.00 FEET TO THE CENTERLINE OF THE AFORESAID 80 FOOT WIDE COUNTY ROAD;

THENCE UPON AND WITH SAID CENTERLINE, NORTH 89 DEGREES 25 MINUTES 50 SECONDS EAST, A DISTANCE OF 407.95 FEET;

THENCE CONTINUING UPON AND WITH SAID CENTERLINE, SOUTH 89 DEGREES 19 MINUTES 13 SECONDS EAST, A DISTANCE OF 882.96 FEET TO THE EAST LINE OF THE AFORESAID SECTION 3 FROM WHICH THE NORTHEAST CORNER THEREOF BEARS NORTH 00 DEGREES 11 MINUTES 41 SECONDS EAST, A DISTANCE OF 659.54 FEET ;

THENCE DEPARTING SAID CENTERLINE, UPON AND WITH SAID EAST LINE, SOUTH 00 DEGREES 11 MINUTES 41 SECONDS WEST, A DISTANCE OF 40.00 FEET TO THE SOUTH LINE OF THE AFORESAID 80 FOOT WIDE COUNTY ROAD;

THENCE UPON AND WITH SAID SOUTH LINE, NORTH 89 DEGREES 19 MINUTES 13 SECONDS WEST, A DISTANCE OF 882.86 FEET;

THENCE CONTINUING UPON AND WITH SAID SOUTH LINE, SOUTH 89 DEGREES 25 MINUTES 50 SECONDS WEST, A DISTANCE OF 4054.68 FEET;

THENCE CONTINUING UPON AND WITH SAID SOUTH LINE, NORTH 89 DEGREES 54 MINUTES 21 SECONDS WEST, A DISTANCE OF 345.91 FEET TO THE EAST LINE OF THE AFORESAID SECTION 4;

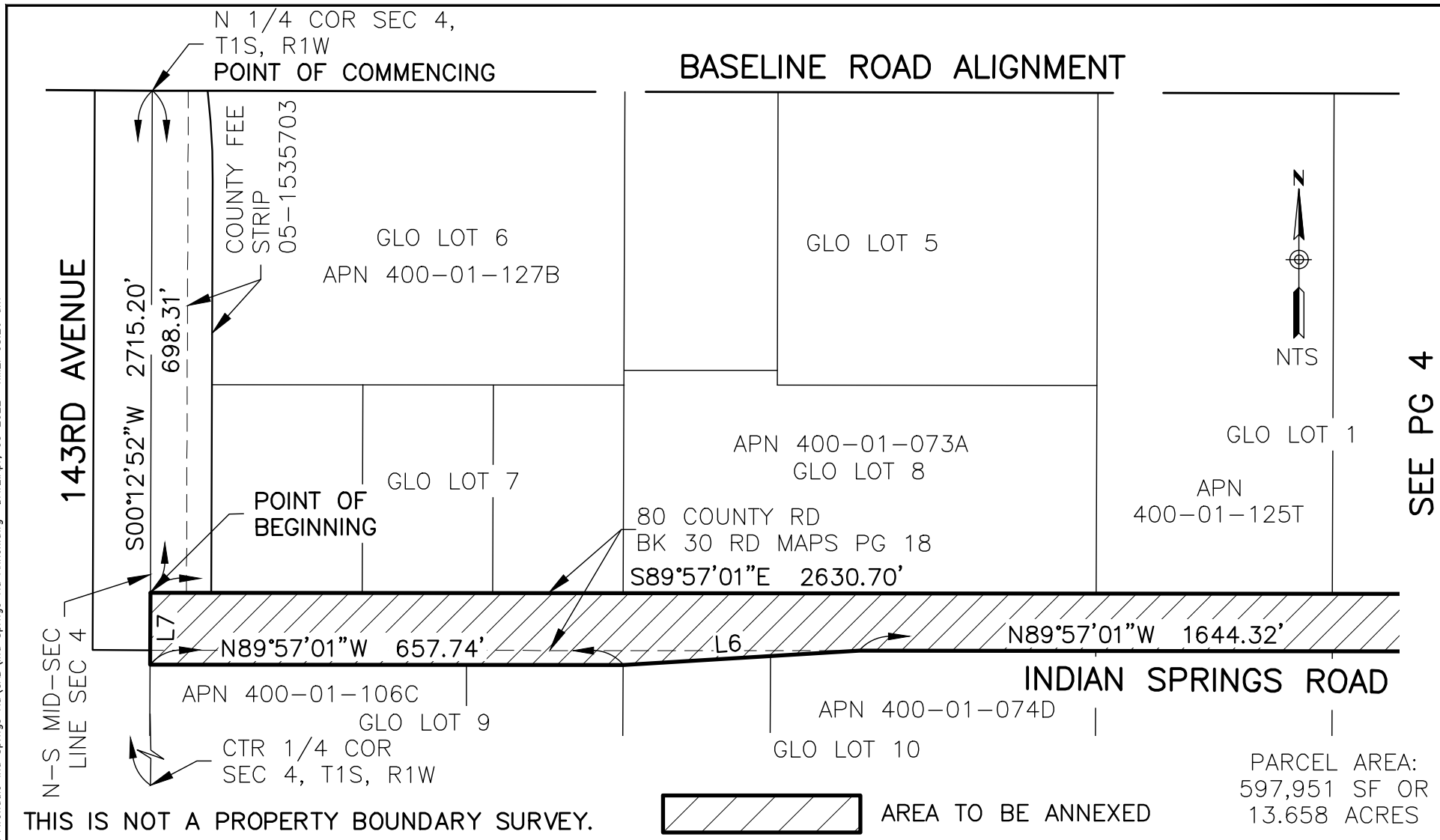
THENCE CONTINUING UPON AND WITH SAID SOUTH LINE, NORTH 89 DEGREES 57 MINUTES 01 SECONDS WEST, A DISTANCE OF 1644.32 FEET;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 86 DEGREES 34 MINUTES 11 SECONDS WEST, A DISTANCE OF 329.48 FEET;

THENCE NORTH 89 DEGREES 57 MINUTES 01 SECONDS WEST, A DISTANCE OF 657.74 FEET TO THE AFORESAID NORTH-SOUTH MID-SECTION LINE OF SECTION 4;

THENCE UPON AND WITH SAID NORTH-SOUTH MID-SECTION LINE, NORTH 00 DEGREES 12 MINUTES 52 SECONDS EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 597,951 SQUARE FEET OR 13.658 ACRES OF LAND, MORE OR LESS.





DIBBLE



Dibble Project No
1021072

EXHIBIT "A"
ANNEXATION

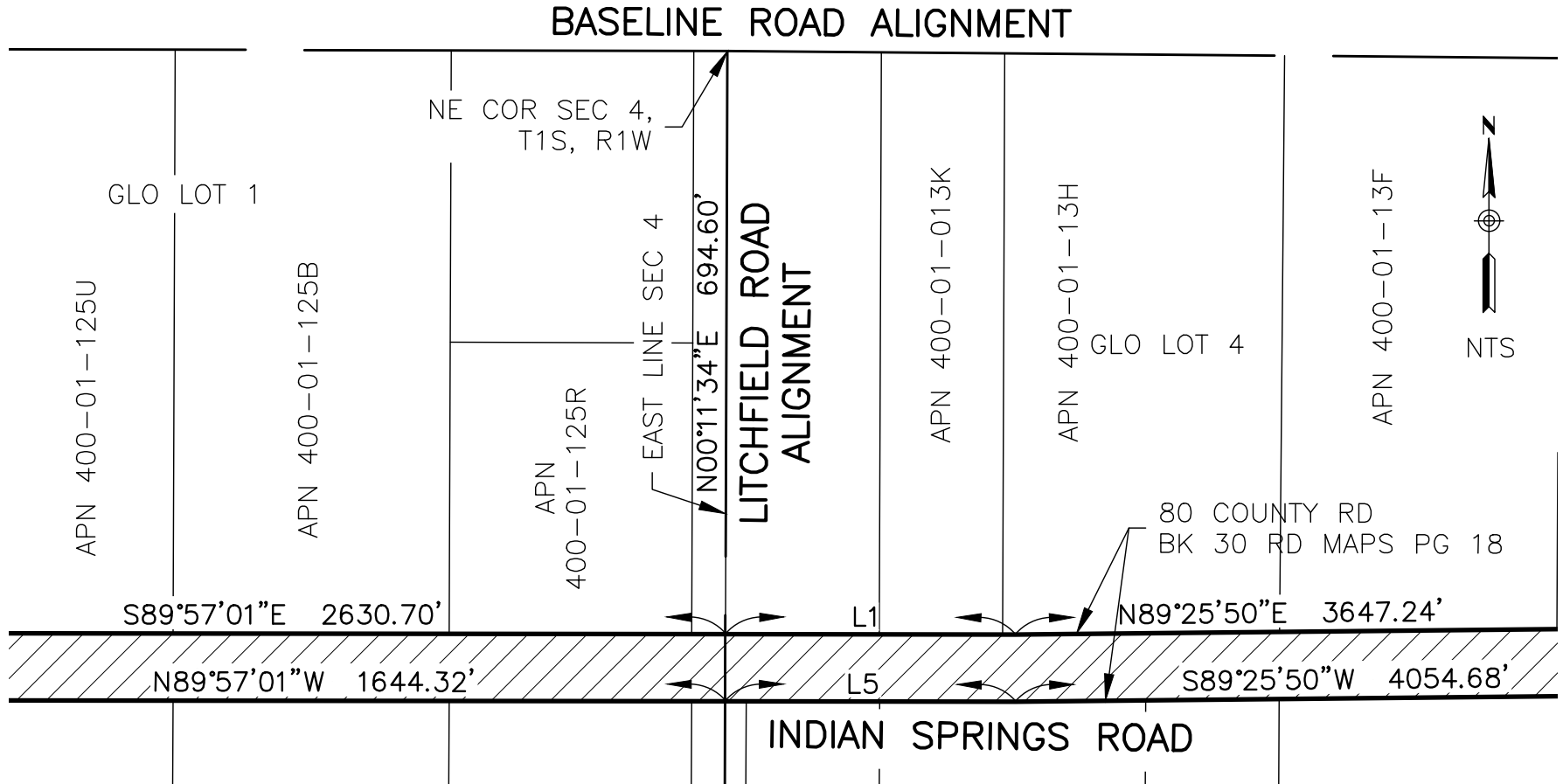
INDIAN SPRINGS ROAD
A PART OF SECTIONS 3 AND 4, T1S, R1W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: APR 2022

DRN: CSD CHK: BAR

PAGE 3

SEE PG 3



SEE PG 5



AREA TO BE ANNEXED

THIS IS NOT A PROPERTY BOUNDARY SURVEY.

DIBBLE



Dibble Project No
1021072

EXHIBIT "A"
ANNEXATION

INDIAN SPRINGS ROAD

A PART OF SECTION 3 AND 4, T1S, R1W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: APR 2022

DRN: CSD CHK: BAR

PAGE 4

SEE PG 4

GLO LOT 4

APN 400-01-013C

APN 400-01-011A

APN 400-01-011E

GLO LOT 3

APN 400-01-012

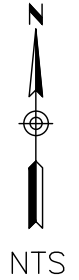
80 COUNTY RD
BK 30 RD MAPS PG 18

N89°25'50"E 3647.24'

S89°25'50"W 4054.68'

INDIAN SPRINGS ROAD

APN 400-01-012



SEE PG 6



AREA TO BE ANNEXED

THIS IS NOT A PROPERTY BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1021072

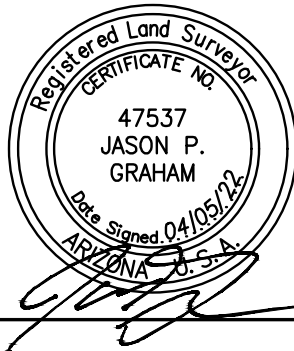


EXHIBIT "A"
ANNEXATION

INDIAN SPRINGS ROAD
A PART OF SECTION 3 AND 4, T1S, R1W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

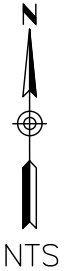
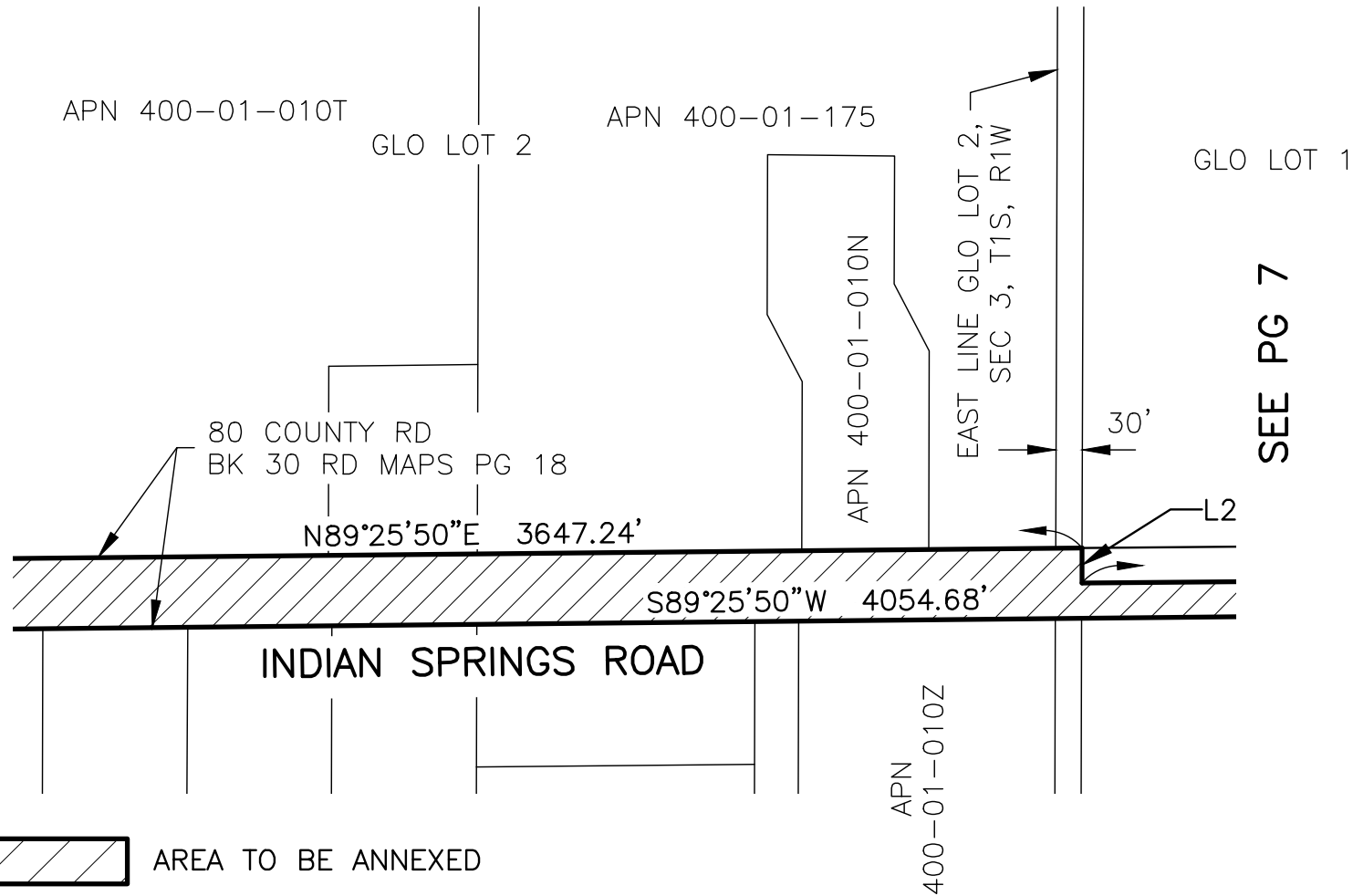
DATE: APR 2022

DRN: CSD CHK: BAR

PAGE 5

FILE:C:\Survey - Dibble - 2021\1021072 Avondale Ind Springs Rd\CAD\Ind Springs Rd Annex.dwg DATE:Apr, 05 2022 TIME: 08:26 am

SEE PG 5



SEE PG 7

DIBBLE

Dibble Project No
1021072

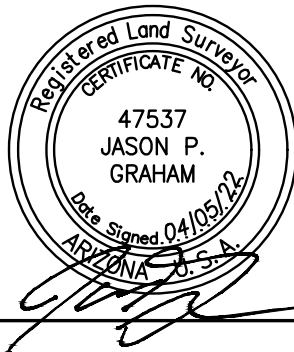


EXHIBIT "A"
ANNEXATION

INDIAN SPRINGS ROAD
A PART OF SECTION 3 AND 4, T1S, R1W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

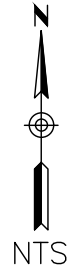
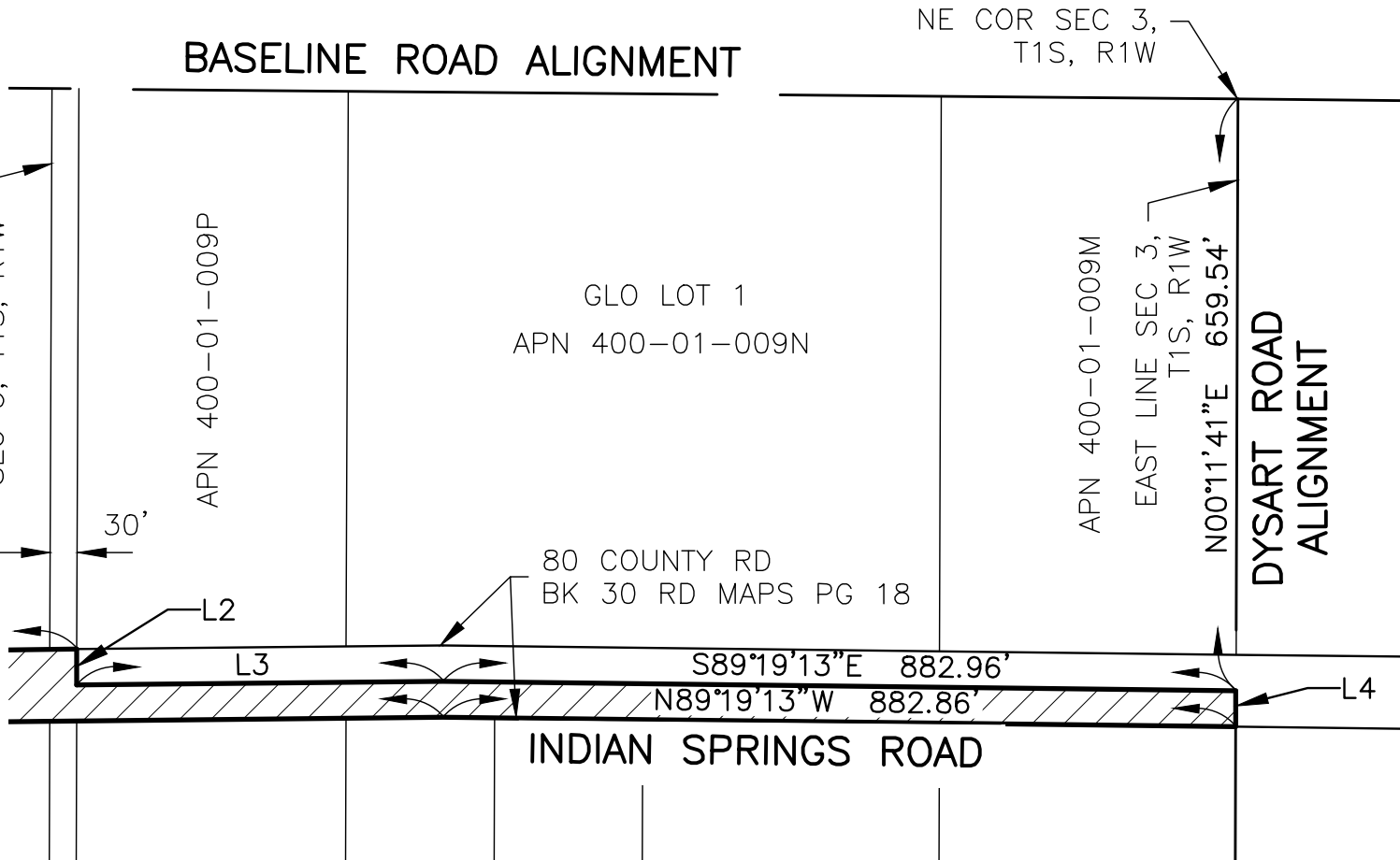
DATE: APR 2022

DRN: CSD CHK: BAR

PAGE 6

SEE PG 6

EAST LINE GLO LOT 2,
SEC 3, T1S, R1W

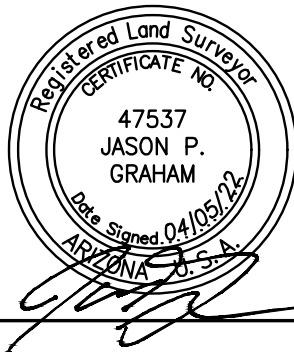


AREA TO BE ANNEXED

THIS IS NOT A PROPERTY BOUNDARY SURVEY.

PARCEL AREA:
597,951 SF OR
13.658 ACRES

DIBBLE



Dibble Project No
1021072

EXHIBIT "A"
ANNEXATION

INDIAN SPRINGS ROAD
A PART OF SECTION 3 AND 4, T1S, R1W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: APR 2022

DRN: CSD CHK: BAR

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LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S89°54'21"E	345.45'
L2	S00°11'26"W	40.00'
L3	N89°25'50"E	407.95'
L4	S00°11'41"W	40.00'
L5	N89°54'21"W	345.91'
L6	S86°34'11"W	329.48'
L7	N00°12'52"E	100.00'

DIBBLE

Dibble Project No
1021072

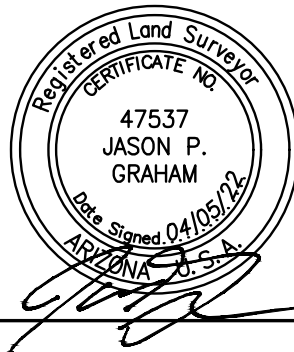


EXHIBIT "A"
ANNEXATION

INDIAN SPRINGS ROAD
A PART OF SECTION 3 AND 4, T1S, R1W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: APR 2022

DRN: CSD CHK: BAR

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CITY COUNCIL REPORT

SUBJECT: Ordinance 2026-0422 - Ordinance for Right of Way Abandonment Along Roosevelt Street

MEETING DATE: 4/18/2022

TO: Mayor and Council

FROM: Jodie Novak, Acting Development and Engineering Services Director, (623) 333-4015

THROUGH: Tracy Stevens, Acting Assistant City Manager, (623) 333-1014

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.
-

PURPOSE:

City Council will consider a request to adopt Ordinance 2026-0422, authorizing the abandonment of right of way along Roosevelt Street between North 114th Avenue and North Park Avenue and authorize the Mayor or Acting City Manager, City Attorney and the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The 91 feet of right of way along Roosevelt Street between North 114th Avenue and North Park Avenue was dedicated by the Final Plat for Avondale City Center Phase 3 as recorded in Book of Maps 1163, Page 43, in the Maricopa County Recorder's Office.

DISCUSSION:

Staff has determined that 46 feet of this right of way is no longer needed and requests that it be abandoned. The abandonment of the 46 feet of right of way will be incorporated into a City-owned parcel of land located just south of the abandoned right of way. Upon approval and recordation of the abandonment, the City property will be replatted.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance, authorizing the abandonment of Roosevelt Street right of way between North 114th Avenue and North Park Avenue and authorize the Mayor or Acting City Manager, City Attorney and the City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore



ROOSEVELT STREET RIGHT-OF-WAY TO BE ABANDONED

ORDINANCE NO. 2026-0422

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ABANDONING A PORTION OF RIGHT-OF-WAY GENERALLY LOCATED SOUTH OF ROOSEVELT STREET BETWEEN 114TH AVENUE AND PARK AVENUE, IN AVONDALE, ARIZONA.

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

WHEREAS, through a special warranty deed recorded at Instrument No. 2012-0608967 in the Maricopa County Recorder’s Office on July 12, 2012, the City acquired property consisting of $\pm$ 9.74 acres of land. A portion of the acquired land, approximately 91 feet, generally located south of Roosevelt Street between 114th Avenue and Park Avenue, was dedicated for use as a public right of way by plat entitled Final Plat for Avondale City Center Phase 3 and recorded as Document No. 2013-0914233 in the Maricopa County Recorder’s office on October 16, 2013 (the “Original ROW”); and

WHEREAS, a portion of the Original ROW, approximately $\pm$ 0.28 acres, is no longer necessary for public use (the “Abandoned ROW”) and the City is authorized to vacate the land pursuant to ARIZ. REV. STAT. § 9-240(B)(3)(e) and ARIZ. REV. STAT. § 28-7205; and

WHEREAS, the Council of the City of Avondale (the “City Council”) has determined that the Abandoned ROW is no longer needed and therefore, it is necessary and appropriate to abandon said property.

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

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

SECTION 2. The Abandoned ROW, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby declared to be no longer necessary and is hereby abandoned to the adjacent City parcel, which is labeled as Lot B of the Final Plat for Avondale City Center Phase 3, recorded as Document No. 2013-0914233 in the Maricopa County Recorder’s office.

SECTION 3. Upon recordation of this Ordinance in the office of the Maricopa County Recorder, the ownership of the Abandoned ROW shall re-vest in the City, which is the owner for the land abutting the Abandoned ROW.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, April 18, 2021.

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2026-0422

[Legal Description and Map of Abandoned ROW]

See following pages.

EXHIBIT "A"
Roosevelt Street Right of
Way to be Abandoned

A Parcel of Land in the Southwest Quarter (SW 1/4) of Section Six (6), Township One (1) North, Range One (1) East, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap in hand hole at the intersection of Avondale Boulevard and Roosevelt Street also being the West Quarter Corner (W1/4) of section 6 from which a found brass cap in a hand hole at the Southwest corner of said Section 6, at the intersection of Van Buren Street and Avondale Boulevard, bears South 00°02'17" East, a distance of 2,626.37 feet;

THENCE East along Roosevelt Street, North 88 degrees 59 minutes 07 seconds East, a distance of 544.90 feet;

THENCE South 01 degrees 00 minutes 53 seconds East, a distance of 45.00 feet to a point on the new Right of Way and the **Point of Beginning**;

THENCE North 88 degrees 59 minutes 07 seconds East a distance of 214.82 feet;

THENCE South 45 degrees 15 minutes 00 seconds East a distance of 34.94 feet;

THENCE South 00 degrees 01 minutes 39 seconds East a distance of 46.00 feet;

THENCE North 45 degrees 15 minutes 00 seconds West a distance of 34.93 feet;

THENCE South 88 degrees 59 minutes 07 seconds West a distance of 214.32 feet;

THENCE South 44 degrees 48 minutes 40 seconds West a distance of 35.65 feet;

THENCE North 00 degrees 01 minutes 48 seconds West a distance of 46.50 feet;

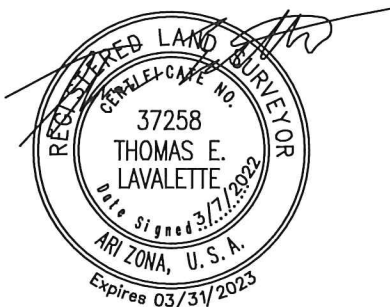
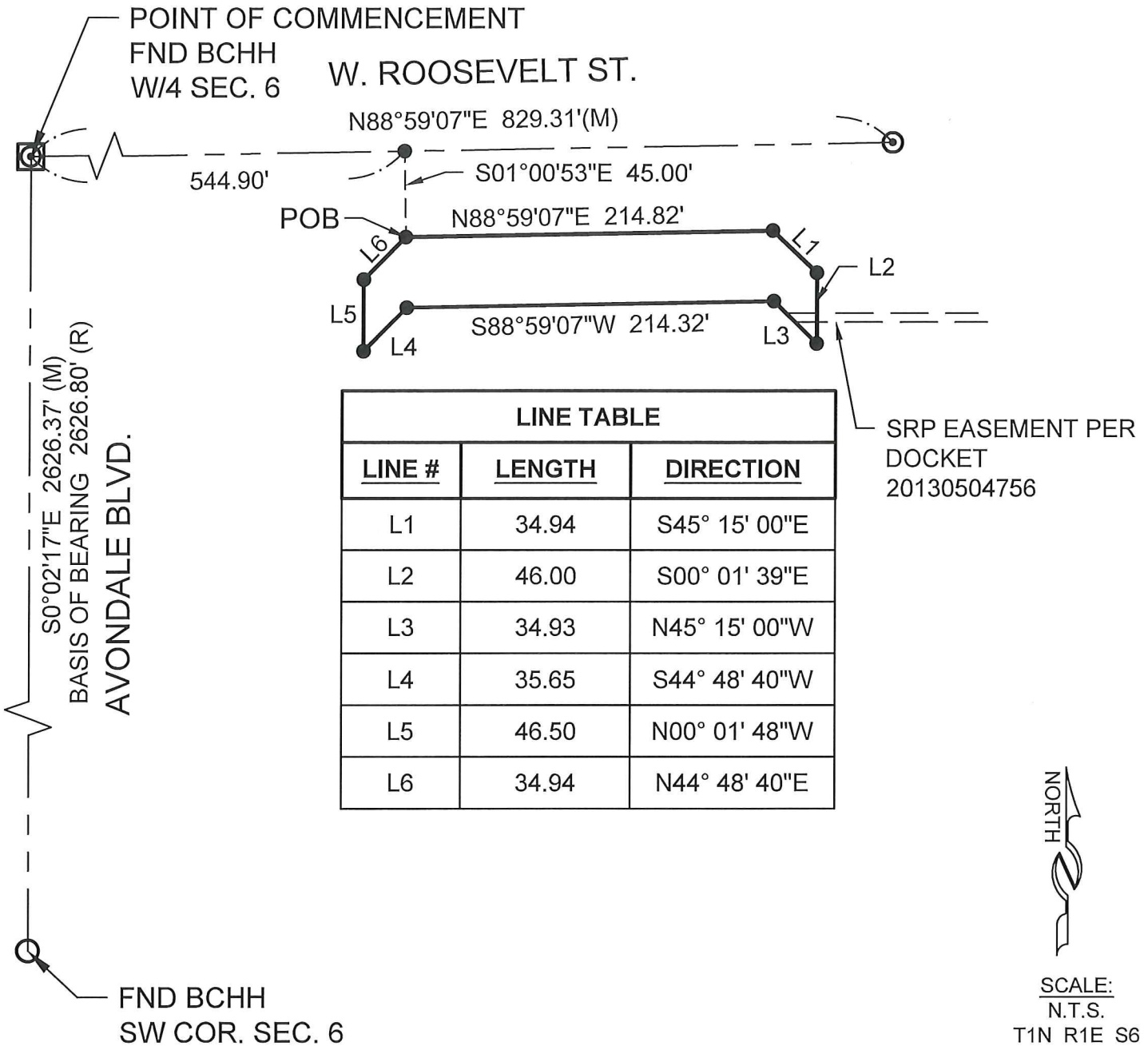
THENCE North 44 degrees 48 minutes 40 seconds East a distance of 34.94 feet to the **Point of Beginning**;

Containing 12,168 sqft or 0.28 acres more or less

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



EXHIBIT "A"



PROJECT: 2022-M-008	
DATE: 03-07-2022	CHKD BY: TL
DRN BY: BL	SCALE: N.T.S.
TITLE: AVONDALE CITY CENTER PHASE 3, ROOSEVELT STREET ROW TO BE ABANDONED	
SHEET NO: 1 OF 1	

CITY COUNCIL REPORT

SUBJECT: Ordinance 2027-0422 - Granting a Temporary Construction Easement to Brookfield Lakin, LLC

MEETING DATE: 4/18/2022

TO: Mayor and Council

FROM: Jodie Novak, Acting Development and Engineering Services Director, (623) 333-4011

THROUGH: Tracy Stevens, Acting Assistant City Manager, (623) 333-1014

STRATEGIC PLAN:

Strategic Outcome Area: Creative and Sustainable Community Development

Strategies: Develop diverse housing options, to include housing that is affordable to workers and close to their jobs. Maintain and expand quality infrastructure and improve connectivity to city amenities.

PURPOSE:

City Council will consider a request to adopt Ordinance 2027-0422 granting a Temporary Construction Easement to Brookfield Lakin, LLC, and authorize the Mayor or Acting City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City Council approved the final plat for Alamar, Phase 3, on April 4, 2022

DISCUSSION:

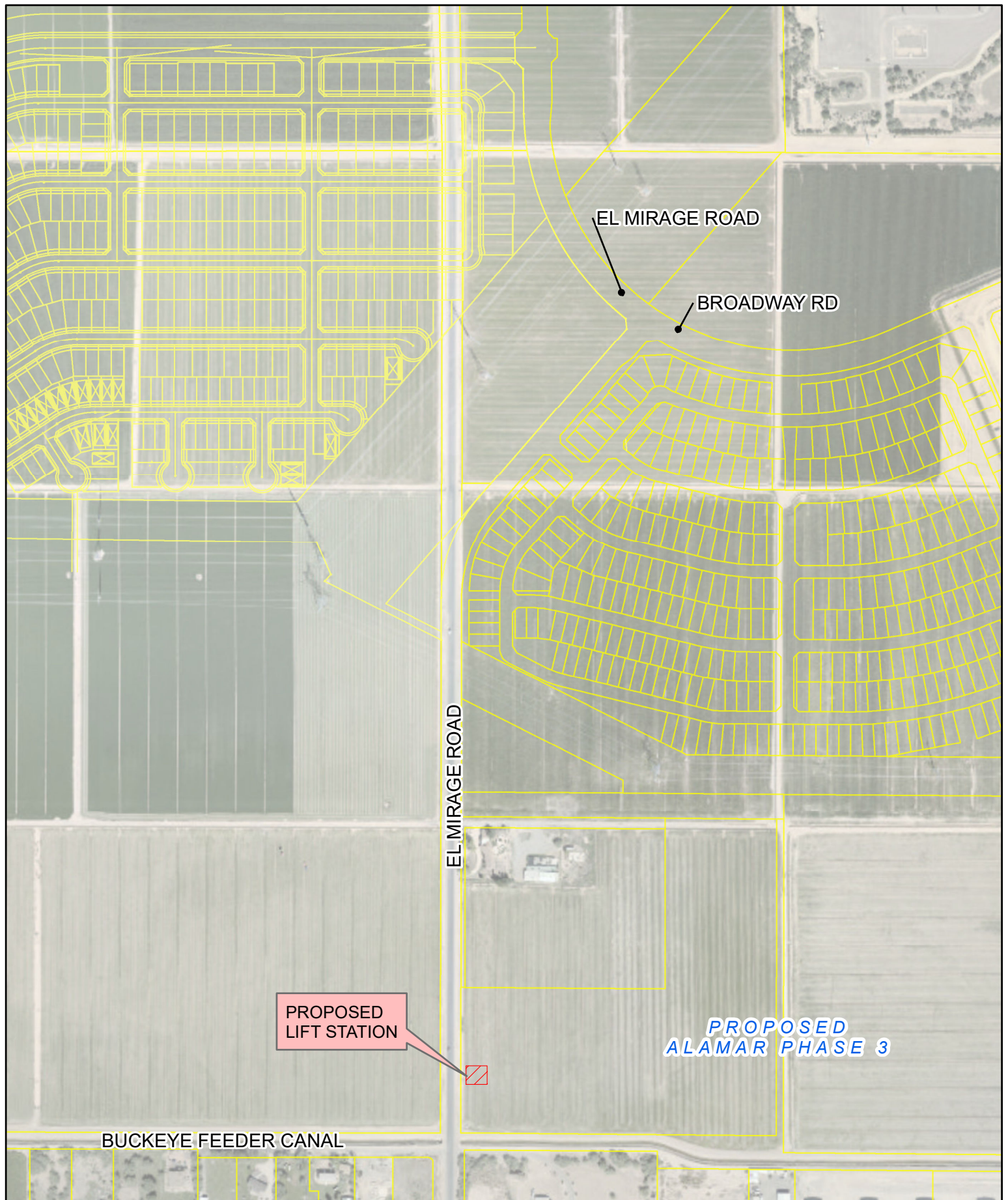
Alamar Phase 3 will require the construction of a public sewer lift station for the development of 345 single-family residential lots. The City will need to grant the developer, Brookfield Lakin, LLC, and its contractors a temporary construction easement to build the lift station and related facilities on City property. The easement will automatically terminate eighteen (18) months after its recording.

BUDGET IMPACT:

There is no impact to the budget for this action

RECOMMENDATION:

Staff recommends the City Council adopt an Ordinance, granting a Temporary Construction Easement to Brookfield Lakin, LLC, and authorize the Mayor or Acting City Manager, City Attorney, and City Clerk to execute the necessary documents.



ALAMAR PHASE 3 LIFT STATION LOCATION

ORDINANCE NO. 2027-0422

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, GRANTING A TEMPORARY CONSTRUCTION EASEMENT TO
BROOKFIELD LAKIN, LLC.

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

SECTION 1. An easement is hereby granted to Brookfield Lakin, LLC in substantially the form and substance attached hereto as Exhibit 1 and incorporated herein by reference, in, upon, through, over, under and across $\pm$ 0.0822 acres, generally located along El Mirage Road approximately 950 feet south of Broadway Road within the Alamar residential development, as depicted and described as part of Exhibit A.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
April 18, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2027-0422

[Easement]

See following pages.

When recorded, return to:

Biskind, Hunt & Semro, PLC
8901 E. Pima Center Parkway
Suite 225
Scottsdale, Arizona 85258
Attn: Neil D. Biskind

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is acknowledged, and subject to the terms and conditions of this Temporary Construction Easement Agreement (this "Agreement"), CITY OF AVONDALE, an Arizona municipal corporation ("Grantor"), hereby grants and conveys to BROOKFIELD LAKIN LLC, a Delaware limited liability company, and its contractors and suppliers ("Grantee"), a non-exclusive easement over, upon, under and across the real property legally described on Exhibit "A" attached hereto (the "Easement Property"), for the purpose of entering upon the Easement Property as reasonably required in connection with the installation and construction of the lift station and related facilities and water lines, wastewater lines, pipes and related appurtenances and facilities to be installed in connection with the construction of the lift station and related improvements contemplated by the City of Avondale approved Alamar Phase 3 Wastewater Lift Station plans as Grantee may now or in the future deem convenient or necessary, together with the unrestricted right of vehicular and pedestrian ingress and egress to, from and across the Easement Property.

Grantee shall indemnify, defend and hold Grantor harmless for, from and against any and all injuries, liabilities, claims, demands, actions, losses and expenses of any nature whatsoever (including attorneys' fees and litigation and court costs) sustained or threatened against Grantor that result from or arise in connection with any entry upon the Easement Property by Grantee or its contractors or suppliers. The foregoing obligation to indemnify, defend and hold harmless does not apply to any injury, liability, claim, demand, cause of action, loss or expense arising from or related to the negligent acts or omissions of Grantor.

For so long as any construction activity is in effect Grantee shall maintain, or cause its contractors to maintain, in effect, at no cost to Grantor: a (i) policy of commercial general liability insurance, with a primary limit of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate per policy period, with \$5,000,000 of umbrella and/or excess coverage. This insurance must include premises operations, personal injury, contractual liability, products/completed operations, hazard and broad form property damage coverages; and (ii) workers compensation insurance and employers liability insurance with a limit of at least \$1,000,000 per accident/employee/disease. All policies of liability insurance shall name Grantor as an additional insured, and shall include a waiver of subrogation in favor of Grantor. Coverage for Additional Insureds shall be provided on a primary and non-contributory basis. All insurers issuing the required policies of insurance must be authorized to do business in the State of Arizona and listed in the most recent A.M. Best's rating guide with a rating of not less than A:X. Copies of certificates thereof shall be delivered to Grantor prior to any entry on the Easement Property. Grantee shall

notify Grantor at least thirty days prior to cancellation of insurance, or non-renewal.

This Agreement shall expire automatically without the necessity of recording any document or instrument, if not previously terminated, on the date that is eighteen (18) months after the recording of this Agreement.

DATED: _____, 2022.

GRANTOR:

CITY OF AVONDALE,
an Arizona municipal corporation

Cherlene Penilla, Acting City Manager

ATTEST:

Marcella Carrillo, City Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing Temporary Construction Easement Agreement was acknowledged before me on _____, 2022, by Cherlene Penilla, the Acting City Manager of the City of Avondale, an Arizona municipal corporation, on behalf of the City.

(Seal)

Notary Public in and for the State of Arizona

GRANTEE: BROOKFIELD LAKIN LLC,
 a Delaware limited liability company

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Temporary Construction Easement Agreement was acknowledged before me this _____ day of _____, 2022, by _____, the _____ of BROOKFIELD LAKIN LLC, a Delaware limited liability company, for and on behalf thereof.

Notary Public

(Seal)

Exhibit "A"
to
Temporary Construction Easement Agreement

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

August 27, 2021
WP# 174612.09
Page 1 of 2
See Exhibit "A"

LEGAL DESCRIPTION
Alamar
Lift Station

A parcel of land lying within Section 25, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the west quarter corner of said section, a 3-inch Maricopa County Highway Department brass cap in handhole, from which the southwest corner of said section, a 3-inch Maricopa County Highway Department brass cap in handhole, bears South 00°07'00" West (basis of bearing), a distance of 2615.17 feet;

THENCE along the west line of said section, South 00°07'00" West, a distance of 1009.49 feet;

THENCE leaving said west line, South 89°53'00" East, a distance of 58.00 feet, to the **POINT OF BEGINNING**;

THENCE continuing South 89°53'00" East, a distance of 60.00 feet;

THENCE South 00°07'00" West, a distance of 60.00 feet;

THENCE North 89°53'00" West, a distance of 60.00 feet;

THENCE North 00°07'00" East, a distance of 60.00 feet, to the **POINT OF BEGINNING**.

Containing 3,600 square feet or 0.0826 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of July, 2018. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612.09 Alamar Lift Station L68 08-27-21.docx



EL MIRAGE ROAD

(BASIS OF BEARING) S00°07'00"W 2615.17'

1009.49'

WEST 1/4 CORNER
SECTION 25, T1N, R1W
3" MCHD BCH
POC

EMPIRE TITLE WEST AGENCY LLC
DOC 2018-0474315, MCR
APN 500-70-003D

POB

S89°53'00"E 58.00'

S89°53'00"E 60.00'

N00°07'00"E 60.00'

S00°07'00"W 60.00'

N89°53'00"W 60.00'

EMPIRE TITLE WEST AGENCY LLC
DOC 2018-0474315, MCR
APN 500-70-003D

SOUTHWEST CORNER
SECTION 25, T1N, R1W
3" MCHD BCH

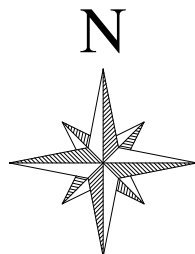


EXHIBIT "A"

ALAMAR
LIFT STATION
8/27/2021
WP# 174612.09
PAGE 2 OF 2
NOT TO SCALE

Z:\2017\174612\Survey\Legal\4612-L68.dwg

CITY COUNCIL REPORT

SUBJECT: Ordinance 2028-0422 - Amending Chapter 13 of the Avondale City Code Relating to Liquor License Fees

MEETING DATE: 4/18/2022

TO: Mayor and Council

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

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Diverse Recreation and Entertainment Opportunities - Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle. The approval of this agenda item provides a more business-friendly approach to liquor licenses and streamlines the process for the business.
-

PURPOSE:

City Council will consider a request to adopt Ordinance 2028-0422, amending Chapter 13 of the Avondale City Code, removing the annual renewal requirements for businesses within the City of Avondale and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Currently, each business that sells alcohol is required to obtain both a City and State liquor license. Additionally, businesses are required to renew their annual liquor license with the City and State and pay an annual renewal fee to the City. There are approximately 100 businesses with active liquor licenses who are required to renew their liquor licenses with the City by July 31 of each year.

DISCUSSION:

In an effort to be more business-friendly, and to streamline the process for both staff and local businesses, a City Code change is being recommended to remove the City-issued liquor license. As a result, businesses would sell alcohol under their active State of Arizona issued liquor license and no longer be required to renew their license with the City of Avondale annually.

This change to the City Code will impact current businesses only and will not impact new liquor licenses coming into the City. City Council will still be required to hear and recommend approval/denial of all **new** liquor license applications.

BUDGET IMPACT:

The revenue loss of \$40,000 is incorporated into the proposed FY2023 budget.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance, amending Chapter 13 of the Avondale City Code, removing the annual renewal requirements for businesses within the City of Avondale and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Marcella Carrillo and Maria James

ORDINANCE NO. 2028-0422

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING CHAPTER 13 OF THE AVONDALE CITY CODE, LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS, RELATING TO LIQUOR LICENSE FEES.

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

SECTION 1. The Avondale City Code, Chapter 13 (Licenses, Taxation and Miscellaneous Business Regulations), Article IV (Alcoholic Beverage Licenses), is hereby amended to read as follows:

.....

13-87 Required.

It shall be unlawful for any person to buy for resale, sell or deal in alcoholic liquors within the corporate limits of the city without first having procured (I) a license issued by the ~~license administrator~~ ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL pursuant ~~to this article~~ and (II) a business license issued by the city finance and budget department pursuant to article III of this chapter; provided however, that the provisions of this article addressing the issuance of a liquor license shall not apply to drug stores selling spirituous liquors only upon prescription.

13-88 Applications; posting of notice and fees.

- (a) Upon receipt by the license administrator provided for in section 4-201 of the Arizona Revised Statutes, the license administrator shall post a copy of the notice in accordance with state statute. The applicant, or his own authorized agent, shall be present at such council meeting to answer any questions which may arise with respect to the application.
- (b) The applications shall be accompanied by a nonrefundable application fee, ~~issuance fee and annual fee~~ according to the proper license series in amounts determined in accordance with section 13-90.

.....

13-90 Application fees, ~~issuance fees and annual fees.~~

The application fees, ~~issuance fees and annual fees~~ shall be established for each license series in amounts determined by the city council as part of the city's annual budget or by separate resolution.

13-91 ~~Term and refund or proration of fees~~ RESERVED.

~~All annual fees required by this article shall be for the period beginning with the date of the original application and ending on July 31 next following the granting of the license by the superintendent of liquor license control of the state. If the license is not granted by such superintendent, the annual fee and issuance fee shall be refunded. The annual fee shall thereafter be due on an annual basis for the period August 1 to the following July 31. The annual fee provided for by this article shall be prorated. All applications received on or before December 31 shall be accompanied by the annual fee in addition to the issuance fee and the application fee, all in amounts determined in accordance with section 13-90. Applications received on or after January 1 shall be accompanied by one-half (1/2) of the annual fee in addition to the issuance fee and the application fee, all in amounts determined in accordance with section 13-90.~~

13-92 ~~Penalty for late payment~~ RESERVED.

~~Any license holder who shall have failed to pay the annual fee required by this article on or before July 31 shall be subject to and shall pay a penalty of ten (10) percent of such fee.~~

13-93 Transfer.

A license issued pursuant to this article may be assigned or moved to another location. Each application for a transfer of license whether a transfer from person to person, location to location, a change of agent for a corporation, a transfer from a sole proprietor or partnership to a corporation in which the owner or partner are owners of one hundred (100) percent of the stock, a transfer to an heir or devisee or any other type of transfer, shall for the purposes of this article, be treated as if the application were for the issuance of an original license, and the application fee, ~~the issuance fee and the annual fee~~ shall be paid with such application, ~~notwithstanding that the annual fees may have been paid with respect to that license elsewhere.~~

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be 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 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
April 18, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Fiscal Year 2023 Contributions Assistance Program

MEETING DATE: 4/18/2022

TO: Mayor and Council

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

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This particular item addresses multiple strategic outcome areas, including:

Community-Oriented Lifelong Learning Opportunities

- Work with community partners to expand employment opportunities for residents through job training and placement programs
- Strengthen education-based partnerships

Connected Community

- Expand community engagement opportunities through volunteerism, civic education and service
 - Partner with key stakeholders to implement integrated community health and wellness programs
-

PURPOSE:

City Council will receive a presentation from staff regarding an update on the Contributions Assistance Program, including an overview of eligibility requirements, funding levels and evaluation criteria for the Fiscal Year 2022-2023 Contributions Assistance Program. This item is for discussion only.

BACKGROUND:

The Contributions Assistance Program was established to provide a supplemental funding source for organizations providing services to residents of the City of Avondale. This program has changed over time to reflect Council priorities and the financial constraints of the budget. Since 2003, City Council has limited funding to organizations providing health and human services. Organizations must be a designated 501(c)3 non-profit organization. Level funding for FY 2023 of \$200,000 will be included in the proposed budget. This amount includes an allocation of \$10,000 which was specifically designated to support administrative costs associated with each project.

On February 19, 2019, the City Council approved the appointment of Vice Mayor Malone, Council Member Conde, and Council Member Nielson to the Contributions Assistance Program Subcommittee for the calendar year 2020. Council appointments are approved for three-year terms. On June 3, 2021, the Subcommittee

determined it would be best to stagger Council appointments in order to maintain knowledge and provide guidance for new Council appointments. Beginning January 2023, one Council appointment's term will end as a new Council appointment begins.

In June of 2021, funding was approved by the Avondale City Council for distribution through the U.S. Department of Treasury as a subaward of the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF). ARPA funds are meant to help communities address public health and economic recovery needs related to the COVID-19 crisis, especially non-profits providing direct services to improve the health and welfare of our Avondale residents. As a result, ARPA funds were used to fund the Contributions Assistance Program for the grant period of three (3) years and have been allocated as follows:

- FY2022 \$113,300
- FY2023 \$200,000
- FY2024 \$200,000

DISCUSSION:

A staff committee will conduct an initial review of all applications and will forward eligible applications to the Council Subcommittee for their evaluation, selection and determination of funding levels. The staff is also recommending the City Council approve an increase in the maximum award to \$20,000. The following criteria will be used to evaluate and prioritize applications.

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

BUDGET IMPACT:

Funding for the Contributions Assistance Program is included in the FY2023 proposed budget.

RECOMMENDATION:

Staff recommends the City Council approve the recommendation to increase the maximum amount of award to \$20,000 for the Contributions Assistance Program Fund for fiscal years 2022-2023 and 2023-2024.

Contact person for document distribution:

CITY COUNCIL REPORT

SUBJECT: Ordinance 2029-0422 - Purchase and Sale Agreement between the City of Avondale and LeMonds Holdings, LLC

MEETING DATE: 4/18/2022

TO: Mayor and Council

FROM: Kenneth Chapa, Economic Development and Tourism Director (623) 333-1411

THROUGH: Tracy Stevens, Acting Assistant City Manager, (623) 333-1014

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Diverse Recreation and Entertainment Opportunities - Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle. The approval of this agenda item will help increase visitor traffic to Avondale.

PURPOSE:

City Council will consider a request to adopt Ordinance 2029-0422, approving the Purchase and Sale Agreement between the City of Avondale and LeMonds Holdings, LLC for the properties located at 745-775 N 114th Avenue, also known as 765 N 114th Avenue, Suites 101-104, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The council will take appropriate action.

BACKGROUND:

LeMonds Holdings LLC (Aveda) is exercising their purchase option in their current lease by entering into a purchase and sale agreement with the City of Avondale for the retail liner located at 745-775 N 114th Avenue, also known as 765 N 114th Avenue, Suites 101-104.

DISCUSSION:

The Purchase and Sale Agreement between the City of Avondale and LeMond's Holdings contains the following major deal points:

Other Items:

- Tenant Monument Sign
 - At the Closing, the Seller shall grant the Purchaser a separate license agreement that will provide the Purchaser with the exclusive use and management of the existing tenant monument sign.
- Parking Area License
 - The purchaser will receive a license at closing for the use of vehicle parking spaces in the City's public parking area and parking accommodation in the seller's future parking structure at the BLVD. Exclusive parking for the BLVD businesses is limited to Mon-Fri and during

business hours.

- Digital Billboard
 - The City will grant the purchaser a license at closing, at no additional cost, purchaser will be included in the daily sign rotation of the digital billboard located on the southeast corner of Roosevelt and Avondale Boulevard for tenant advertising purposes, that is owned and managed by the seller.
- Tenant Improvements
 - The City will assign the tenant improvement funds to the purchaser and both will enter into an agreement regarding excess tenant improvement funds to be returned to the City.
- Credit of Abated Rent and Security Deposit
 - Seller shall pay the sum of six months abated rent pursuant to purchaser's current lease with seller.

BUDGET IMPACT:

Total Purchase Price (Revenue):	\$5,000,000
City's Costs (Expenses):	
Real Estate Commission/ALTA	\$187,281.37
Credit for Rent Abatement	\$77,477.50
Net Revenue	\$4,735,241.13

RECOMMENDATION:

Staff recommends approval of the Purchase and Sale Agreement between the City of Avondale and LeMonds Holdings LLC.

Contact person for document distribution: Cheryl Covert

ORDINANCE NO. 2029-0422

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY
GENERALLY LOCATED ALONG THE EAST SIDE OF 114TH AVENUE
BETWEEN DALE EARNHARDT DRIVE AND THE BLVD, IN AVONDALE,
ARIZONA.

WHEREAS, the City of Avondale (the “City”) is the owner of real property identified as Lot 4A of the replat of Lot 4 of Avondale City Center Phase 1, recorded in the Maricopa County Recorder’s Office Book 1077 of Maps, Page 32 and generally located along the east side of 114th Avenue between Dale Earnhardt Drive and The Blvd (the “City Property”); and

WHEREAS, pursuant to Article I, Section 3 of the Avondale City Charter, the City may sell property as the City’s interest may require; and

WHEREAS, the Council of the City of Avondale desires to sell whatever right, title or interest it has in the City Property.

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

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

SECTION 2. The Purchase and Sale Agreement (the “Agreement”) executed for the purpose of selling the City Property, is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
April 18, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2029-0422

[Agreement]

See following page.

PURCHASE AND SALE AGREEMENT

between

**CITY OF AVONDALE,
ARIZONA, Seller and**

LEMONDS HOLDINGS, LLC, Purchaser

dated as of

April 18, 2022

This PURCHASE AND SALE AGREEMENT (this "**Agreement**"), dated as of April 18, 2022 (the "**Effective Date**"), is entered into between The City of Avondale, Arizona, an Arizona Municipal Corporation ("**Seller**"), and LeMonds Holdings, L.L.C., a Utah limited liability company, or any entity owned or controlled by the principal of such entity ("**Purchaser**").

WITNESSETH:

- A. Purchaser, as tenant, and Seller, as landlord, entered into that certain Lease Agreement, dated August 23, 2021, covering the Property, as defined herein (the "Lease").
- B. Under Article 5 of the Lease, Purchaser has the right to purchase the Property on the terms set forth therein.
- C. Purchaser and Seller desire to enter into this Agreement on the terms set forth in Article 5 of the Lease and on the other terms set forth herein, and they, for themselves, and their respective successors and assigns hereby covenant as follows:

ARTICLE I DEFINITIONS

- "**Agreement**" has the meaning set forth in the Preamble.
- "**Apportionment Date**" has the meaning set forth in [Section 10.01](#).
- "**Appurtenances**" has the meaning set forth in [Section 2.01\(b\)](#).
- "**Assignment of Contracts**" has the meaning set forth in [Section 8.01\(f\)](#).
- "**Assignment of Intangible Property**" has the meaning set forth in [Section 8.01\(d\)](#).
- "**Assignment of Leases**" has the meaning set forth in [Section 8.03\(e\)](#).
- "**Assumed Contracts**" has the meaning set forth in [Section 2.01\(e\)](#).
- "**Bankruptcy Code**" has the meaning set forth in [Section 5.03](#).
- "**Bill of Sale**" has the meaning set forth in [Section 8.01\(c\)](#).
- "**Broker**" has the meaning set forth in [Section 15.01](#).
- "**Business Day**" has the meaning set forth in [Section 20.07](#).
- "**Closing**" has the meaning set forth in [Section 6.01](#).
- "**Closing Date**" has the meaning set forth in [Section 6.01](#).
- "**Closing Statement**" has the meaning set forth in [Section 10.07](#).
- "**Conveyance Deed**" has the meaning set forth in [Section 8.01\(a\)](#).
- "**Current Month**" has the meaning set forth in [Section 10.01\(a\)](#).
- "**Earnest Money Deposit**" has the meaning set forth in [Section 3.02\(a\)](#).
- "**Effective Date**" has the meaning set forth in the Preamble to this Agreement.
- "**Employees**" has the meaning set forth in [Section 10.01\(h\)](#).
- "**Environmental Laws**" has the meaning set forth in [Section 16.03](#).
- "**Escrow Agent**" has the meaning set forth in [Section 3.02\(a\)](#).

"Estoppel Certificate" has the meaning set forth in [Section 8.01\(q\)](#).

"Facts" has the meaning set forth in [Section 7.01\(d\)](#).

"FIRPTA Certificate" has the meaning set forth in [Section 8.01\(h\)](#).

"Hazardous Substances" has the meaning set forth in [Section 16.03](#).

"Holiday" has the meaning set forth in [Section 20.07](#).

"Improvements" has the meaning set forth in [Section 2.01\(c\)](#).

"Intangible Property" has the meaning set forth in [Section 2.01\(f\)](#).

"Laws and Regulations" has the meaning set forth in [Section 7.01\(b\)](#).

"Leases" has the meaning set forth in [Section 2.01\(g\)](#).

"Noticing Party" has the meaning set forth in [Section 5.01\(c\)](#).

"Non-Noticing Party" has the meaning set forth in [Section 5.01\(c\)](#).

"Non-Objectionable Encumbrances" has the meaning set forth in [Section 7.02\(b\)](#).

"Notice to Tenant" has the meaning set forth in [Section 8.01\(g\)](#).

"Official Records" has the meaning set forth in [Section 20.13](#).

"Party or Parties" has the meaning set forth in [Section 20.03\(c\)](#).

"PCBs" has the meaning set forth in [Section 16.03](#).

"Permitted Exceptions" has the meaning set forth in [Section 7.01](#).

"Person or Persons" has the meaning set forth in [Section 20.06\(c\)](#).

"Personal Property" has the meaning set forth in [Section 2.01\(d\)](#).

"Property" has the meaning set forth in [Section 2.01](#).

"Purchase Price" has the meaning set forth in [Section 3.01](#).

"Purchaser" has the meaning set forth in the preamble to this Agreement.

"Purchaser's Representatives" has the meaning set forth in [Section 4.01](#).

"Qualified Intermediary" has the meaning set forth in [Section 20.04](#).

"Real Property" has the meaning set forth in [Section 2.01\(a\)](#).

"Rights" has the meaning set forth in [Section 7.01\(c\)](#).

"Seller" has the meaning set forth in the preamble to this Agreement.

"Seller Related Parties" has the meaning set forth in [Section 4.03](#).

"Seller's Affiliates" has the meaning set forth in [Section 18.04](#).

"Seller's Broker" has the meaning set forth in [Section 15.01](#).

"Service Contracts" has the meaning set forth in [Section 7.01\(m\)](#).

"Tax Proceedings" has the meaning set forth in [Article XI](#).

"Tenants" has the meaning set forth in [Section 7.01\(e\)](#).

"Title Company" has the meaning set forth in [Section 7.02\(a\)](#).

"Title Insurance Policy" has the meaning set forth in [Section 14.02\(c\)](#).

"**Title Commitment**" has the meaning set forth in [Section 7.02\(a\)](#).

"**Title Objection Date**" has the meaning set forth in [Section 7.02\(a\)](#).

"**Title Objection Notice**" has the meaning set forth in [Section 7.02\(a\)](#).

"**Transaction Parties**" has the meaning set forth in [Section 19.01](#).

"**Transfer Tax Documents**" has the meaning set forth in [Section 8.01\(b\)](#).

"**Violations**" has the meaning set forth in [Section 7.01\(g\)](#).

"**Voluntary Lien**" has the meaning set forth in [Section 7.03\(b\)](#).

ARTICLE II PURCHASE AND SALE

Section 2.01 The Property. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller in accordance with the terms and conditions of this Agreement, all of the following (collectively referred to as the "**Property**"):

(a) The real property, including all right, title and interest therein, located at approximately 745-775 N. 114th Ave, Avondale, AZ 85323, also known as 765 North 114th Avenue, Suites 101-104, Avondale, AZ 85323 (Maricopa County Assessor's Parcel No. 102-57-247), more particularly described on Exhibit "A" attached hereto, improved with a 25,000 square foot, single story commercial office building (the "**Real Property**").

(b) All rights, privileges, private easements and private rights of way appurtenant to said Real Property, including without limitation, all mineral, oil and gas and other subsurface rights, development rights, air rights and water rights (collectively, the "**Appurtenances**").

(c) All improvements and fixtures located on the Real Property, including, without limitation: (i) all structures affixed to the Real Property; (ii) all apparatus, equipment and appliances used in connection with the operation or occupancy of the Real Property and (iii) all facilities used to provide any services to the Real Property and/or the structures affixed thereto (collectively, the "**Improvements**"), excluding those fixtures owned by Tenants or other occupants of the Property or vendors of the Improvements, if any.

(d) All tangible personal property located on and used in connection with the Real Property or the Improvements (excluding the personal property of Tenants or other occupants of the Property), (collectively, the "**Personal Property**").

(e) All rights, title and interest of Seller in and to any and all written agreements including, without limitation, personal property leases and contracts (other than the Leases) to which Seller is a party and which affect the Property (collectively, the "**Assumed Contracts**").

(f) All rights, warranties, guarantees, utility contracts, approvals (governmental or otherwise), permits, certificates of occupancy, surveys, plans and specifications, trademarks or tradenames, copyrights, and any agreements, covenants or indemnifications that Seller received from a third party, including any prior owner, and relating to the Real Property, Appurtenances or Improvements (collectively, the "**Intangible Property**").

(g) All rights, title and interest of Seller in and to all tenant leases, lease amendments, guarantees, exhibits, addenda and riders thereto and any other documents creating a possessory interest in the Real Property or Improvements with any persons leasing, using or occupying the Real Property or Improvements or any part of either (collectively, the "**Leases**").

(h) At Closing, Seller shall grant Purchaser a license in substantially the form attached hereto as Exhibit "B" attached hereto and incorporated herein by reference, which Seller shall grant to Purchaser the exclusive use and control of that certain monument sign on the street with signage for the Tenants

("Monument Sign License") as depicted in Exhibit "C" attached hereto and incorporated by reference ("Monument Sign"). Purchaser shall accept the sign in its as-is where-is condition, together with all obligations to operate, manage, and maintain such Monument Sign.

(i) At the Closing, Seller shall grant to Purchaser a license (See Exhibit "L") providing Purchaser, its employees, contractors, and permittees, and invitees the exclusive use of thirty-five (35) vehicle parking spaces in Seller's public parking area depicted on Exhibit "D" (the "**Parking Area**"), attached hereto and incorporated herein by reference, which Parking Area shall be maintained and operated by Seller at Seller's sole cost.

(j) Upon completion of the parking structure on Seller Property which is currently under construction, plans of which are depicted and described on Exhibit "E" (the "**Parking Structure**"), attached hereto and incorporated herein by reference, Seller shall grant to Purchaser a license (See Exhibit "M") providing Purchaser, its employees, contractors, and permittees, and invitees the use of an additional ten (10) vehicle parking spaces in the Parking Structure, which shall both be maintained and operated by Seller at Seller's sole cost. This provision shall specifically survive the Closing and shall be completed post-Closing.

(k) At the Closing Seller shall grant Purchaser an license in substantially the form attached hereto as Exhibit "F", and incorporated herein by reference (the "**Billboard License**") for, at no additional cost to Purchaser, continued use of the digital billboard located on the North end of the Property for advertising purposes, which the City shall incorporate the Purchaser into its regular digital rotation for advertising use, which shall be maintained and controlled by the City.

(l) As of the Effective Date, Seller has deposited all tenant improvement ("**TI**") funds ("**TI Funds**") Seller is obligated to pay pursuant to any and all Leases, which amount shall be verified by Kennedy-Wilson Properties of Arizona Ltd., an Arizona corporation (the "**Management Company**"). At the Closing, Seller shall assign the TI Funds to Purchaser and Seller and Purchaser shall enter into an agreement regarding excess TI funds as part of the assignment and assumption of TI funds in substantially the form attached hereto as Exhibit "G" and incorporated herein by reference, in which Purchaser shall agree to return to Seller any TI Funds not used for the construction and installation of TIs in accordance with each respective Lease.

Notwithstanding anything herein to the contrary, "**Property**" does not include any tenant fixtures or other property belonging to Tenants of the Property, or any item leased from third parties.

ARTICLE III PURCHASE PRICE AND DEPOSIT

Section 3.01 Purchase Price. Purchaser shall pay Seller the sum of Five Million and 00/100 Dollars (\$5,000,000) (the "**Purchase Price**"), subject to such apportionments, adjustments and credits as are provided in Article X.

Section 3.02 Payment of Purchase Price. Purchaser shall pay the Purchase Price as follows:

(a) The sum of One Hundred and Fifty Thousand and 00/100 Dollars (\$150,000.00) (together with any interest earned thereon, collectively, the "**Earnest Money Deposit**"), upon the execution of this Agreement, by wire transfer payable to Security Title Insurance Co (the "**Escrow Agent**").

(b) The balance of the Purchase Price shall be paid to Seller on the Closing Date, simultaneously with the delivery of the Special Warranty Deed, by federal funds wire transfer of immediately available funds to an account at such bank or banks as shall be designated by Seller by notice to Purchaser at least Five (5) Business Day[s] prior to the Closing Date.

Section 3.03 Earnest Money Deposit.

(a) The Earnest Money Deposit shall be held by Escrow Agent and disbursed in accordance

with the terms and conditions of this Agreement. Any interest earned on the principal portion of the Earnest Money Deposit shall be deemed to be part of the Earnest Money Deposit and shall be paid together with the principal portion of the Earnest Money Deposit. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, Purchaser and Seller hereby understand and agree that if the transaction contemplated under this Agreement closes on the Closing Date, any interest earned on the Earnest Money Deposit shall not be deemed a Purchaser credit on the Closing Statement and credited to the Purchase Price upon the Closing but shall, upon the Closing, be a Seller credit on the Closing Statement and remain the property of Seller.

(b) In the event Purchaser fails to deposit the Earnest Money Deposit with Escrow Agent in accordance with this Agreement, this Agreement shall automatically terminate, without the need for further notice or instruction.

(c) Subject to Article V, whenever in this Agreement Purchaser is entitled to a return of the Earnest Money Deposit, Purchaser shall be entitled to the return of the Earnest Money Deposit actually being held by Escrow Agent pursuant to this Agreement. Subject to Article V, whenever in this Agreement Seller is entitled to retain the Earnest Money Deposit, Seller shall be entitled to the Earnest Money Deposit actually being held by Escrow Agent pursuant to this Agreement.

Section 3.04 No Financing Contingency. Purchaser expressly agrees and acknowledges that Purchaser's obligations to pay the Purchase Price and otherwise consummate the transactions contemplated hereby are not in any way conditioned upon Purchaser's ability to obtain financing of any type or nature whatsoever, whether by way of debt financing or equity investment, or otherwise.

ARTICLE IV ACCESS

Section 4.01 Purchaser's Access. Subject to the provisions of Section 4.02, Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers and contractors (collectively "**Purchaser's Representatives**") shall have the right, through the Closing Date, from time to time, upon the advance notice required pursuant to Section 4.02(b), to enter upon and pass through the Property during normal business hours to examine and visually inspect the same. Notwithstanding any such inspection, or anything to the contrary herein contained, Purchaser's obligations hereunder shall not be limited or otherwise affected as a result of any fact, circumstance or other matter of any kind discovered following the date hereof in connection with any such inspection, access or otherwise; it being agreed that Seller is permitting Purchaser such right of inspection and access as a courtesy to Purchaser in its preparation for taking title to the Property. Without limiting the generality of the foregoing Purchaser shall have no right to terminate this Agreement or obtain a return of the Earnest Money Deposit except as otherwise expressly provided in this Agreement.

Section 4.02 Purchaser's Right to Inspect.

(a) The obligation of Purchaser to purchase the Property is subject to Purchaser's satisfaction, in its sole and absolute discretion, with the results of Purchaser's inspection of the Property at any time prior to the Closing (the "**Inspection Contingency**"). If Purchaser determines, in its sole discretion, not to proceed with the purchase of the Property, Purchaser shall have the right to terminate its obligation to purchase the Property by giving Seller written notice (the "**Termination Notice**") on or before the Inspection Period Expiration Date. If the Termination Notice is given on or before the Inspection Period Expiration Date, then Purchaser shall direct the Title Company to promptly return the Deposit (less the Nonrefundable Initial Deposit) to Purchaser and neither Party shall have any further liability hereunder except as expressly provided in this Agreement. If Purchaser fails to timely provide a Termination Notice to Seller, Purchaser shall be deemed to have approved the Property and shall proceed to Closing.

(b) In conducting any inspection of the Property or otherwise accessing the Property, Purchaser shall at all times: (i) comply with all laws and regulations of all applicable governmental authorities; neither Purchaser nor any of Purchaser's Representatives shall: (A) contact or have any

discussions with any of Seller's or Seller's affiliates', employees, agents or representatives (other than Seller's Broker and Seller's attorneys), or with any Tenants at, or contractors providing services to, the Property, unless, in each case, Purchaser obtains the prior written consent of Seller, which consent may be withheld or conditioned in Seller's sole discretion; (B) interfere with the business of Seller (or any of its Tenants) conducted at the Property or disturb the use or occupancy of any occupant of the Property other than, in each case, to a de minimis extent; or (C) subject to the provisions set forth below in Section 4.03, damage the Property. In conducting the foregoing inspection or otherwise accessing the Property, Purchaser and Purchaser's Representatives shall at all times comply with, and shall be subject to, the rights of the Tenants under the Leases (and any persons claiming under or through such Tenants). Seller may from time to time establish reasonable rules of conduct for Purchaser and Purchaser's Representatives in furtherance of the foregoing.

(c) Purchaser shall schedule and coordinate all inspections of the Property or other access thereto with Seller and shall give Seller at least three (3) Business Day[s] prior notice thereof. Seller shall be entitled to have a representative present at all times during each such inspection or other access. Purchaser agrees to pay to Seller promptly upon demand the cost of repairing and restoring any damage or disturbance which Purchaser or Purchaser's Representatives shall cause to the Property. All inspection fees, appraisal fees, engineering fees and other costs and expenses of any kind incurred by Purchaser or Purchaser's Representatives relating to such inspection and its other access shall be at the sole expense of Purchaser.

(d) In the event that the Closing hereunder shall not occur for any reason whatsoever, Purchaser shall promptly return to Seller copies of all due diligence materials delivered by Seller to Purchaser and shall destroy all copies and abstracts thereof. Purchaser and Purchaser's Representatives shall not be permitted to conduct borings of the Property or drilling in or on the Property, or any other invasive testing, in connection with the preparation of an environmental audit or in connection with any other inspection of the Property without the prior written consent of Seller, which consent may be withheld in the sole discretion of the Seller (and, if such consent is given, Purchaser shall be obligated to pay to Seller promptly upon demand the cost of repairing and restoring any damage as aforesaid). The provisions of this Section 4.02(c) shall survive the Closing or any termination of this Agreement.

Section 4.03 Seller Indemnification. Purchaser agrees to indemnify and hold Seller and its disclosed or undisclosed, direct and indirect shareholders, officers, directors, trustees, partners, principals, members, employees, agents, affiliates, representatives, consultants, accountants, contractors and attorneys or other advisors, and any successors or assigns of the foregoing (collectively with Seller, the "**Seller Related Parties**") harmless from and against any and all losses, costs, damages, liens, claims, liabilities or expenses (including, but not limited to, reasonable attorneys' fees, court costs and disbursements) incurred by any Seller Related Parties arising from or by reason of Purchaser's and/or Purchaser's Representatives' access to, or inspection of, the Property, or any tests, inspections or other due diligence conducted by or on behalf of Purchaser, except to the extent such losses, costs, damages, liens, claims, liabilities or expenses are caused by an existing condition at the Property or are caused by the gross negligence or willful misconduct of any of the Seller Related Parties. The provisions of this Section 4.03 shall survive the Closing or any termination of this Agreement.

ARTICLE V ESCROW

Section 5.01 Escrow Terms. Escrow Agent shall hold and disburse the Earnest Money Deposit in accordance with the following provisions:

(a) Escrow Agent shall have the right, but not the obligation, to invest the Earnest Money Deposit in savings accounts, treasury bills, certificates of deposit and/or in other money market instruments, or in funds investing in any of the foregoing, and shall not be liable for any losses suffered in connection with any such investment.

(b) If the Closing occurs, then Escrow Agent shall deliver the Earnest Money Deposit to Seller in accordance with the terms of this Agreement.

(c) If Escrow Agent receives a notice signed by Purchaser or Seller (the "**Noticing Party**") stating that this Agreement has been canceled or terminated and that the Noticing Party is entitled to the Earnest Money Deposit, or that the other party hereto (the "**Non-Noticing Party**") has defaulted in the performance of its obligations hereunder ("**Escrow Termination Notice**"), Escrow Agent shall deliver a copy of the Escrow Termination Notice to the Non-Noticing Party. The Non-Noticing Party shall have the right to object to the Escrow Termination Notice delivering notice of such objection ("**Escrow Objection Notice**") delivered to and received by Escrow Agent no later than three (3) Business Days after the date of Escrow Agent's delivery of the Escrow Termination Notice to the Non-Noticing Party ("**Escrow Objection Deadline**"). If Escrow Agent does not receive an Escrow Objection Notice in accordance with this subsection, Escrow Agent shall deliver the Earnest Money Deposit to the Noticing Party. If Escrow Agent shall have received Escrow Objection Notice from the Non-Noticing Party by the Escrow Objection Deadline, Escrow Agent shall, at its sole option, either: (i) deliver to a court of competent jurisdiction the Earnest Money Deposit or (ii) retain the Earnest Money Deposit until one of the following events shall have occurred: (A) the Non-Noticing Party shall have failed to commence an action in a court of competent jurisdiction against the Noticing Party to resolve why the Noticing Party shall not be entitled to the payment of the Earnest Money Deposit within Fifteen (15) Business Days after delivery of the Escrow Objection Notice, by serving a summons and complaint on the Noticing Party and delivering to Escrow Agent a copy thereof, together with an affidavit of service within such period, in which event Escrow Agent shall pay over the Earnest Money Deposit to the Noticing Party; (B) there shall have been served upon Escrow Agent an order or judgment duly entered in a court of competent jurisdiction setting forth the manner in which the Earnest Money Deposit is to be paid out and delivered, in which event Escrow Agent shall deliver the Earnest Money Deposit as set forth in such order or judgment or (C) Seller and Purchaser shall have delivered to Escrow Agent a joint written statement executed by both Seller and Purchaser setting forth the manner in which the Earnest Money Deposit is to be paid out and delivered, in which event Escrow Agent shall deliver the Earnest Money Deposit as set forth in such statement. Escrow Agent shall not be or become liable in any way to any person for its refusal to comply with any such requests or demands by Seller and Purchaser until and unless it has received a direction of the nature described above.

(d) Any notice to Escrow Agent shall be sufficient only if received by Escrow Agent within the applicable time period set forth herein. All mailings and notices from Escrow Agent to Seller and/or Purchaser, or from Seller and/or Purchaser to Escrow Agent, provided for in this Article V shall be addressed to the party to receive such notice at its notice address set forth in Section 20.01 of this Agreement (with copies to be similarly sent to the additional persons therein indicated).

(e) Notwithstanding the foregoing, if Escrow Agent shall have received the Escrow Objection Notice on or before the Escrow Objection Deadline, or shall have received at any time before actual disbursement of the Earnest Money Deposit a notice signed by either Seller or Purchaser disputing entitlement to the Earnest Money Deposit or shall otherwise believe in good faith at any time that a disagreement or dispute has arisen between the parties hereto over entitlement to the Earnest Money Deposit (whether or not litigation has been instituted), Escrow Agent shall have the right, upon notice to both Seller and Purchaser to: (i) to deposit the Earnest Money Deposit with the Clerk of the Court in which any litigation is pending and/or (ii) to take such reasonable affirmative steps as it may, at its option, elect in order to terminate its duties as Escrow Agent, including, without limitation, the depositing of the Earnest Money Deposit with a court of competent jurisdiction and the commencement of an action for interpleader, the costs thereof to be borne by whichever of Seller or Purchaser is the losing party, and thereupon Escrow Agent shall be released of and from all liability hereunder except for any previous gross negligence or willful misconduct.

Section 5.02 No Liability. Escrow Agent shall not incur any liability in acting upon any document or instrument believed thereby to be genuine. Escrow Agent is hereby released and exculpated from all liability hereunder, except only for willful misconduct or gross negligence. Escrow Agent may assume that any person

purporting to give it any notice on behalf of any party has been authorized to do so. Escrow Agent shall not be liable for, and Purchaser and Seller hereby jointly and severally agree to indemnify Escrow Agent against, any loss, liability or expense, including reasonable attorneys' fees (either paid to retained attorneys or, representing the fair value of legal services rendered by Escrow Agent to itself), arising out of any dispute under this Agreement, including the cost and expense of defending itself against any claim arising hereunder. The provisions of this Section 5.02 shall survive the termination of this Agreement.

Section 5.03 Purchaser Acknowledgment. Purchaser hereby acknowledges and agrees that the Earnest Money Deposit held by Escrow Agent does not and shall not constitute property of the estate of Purchaser within the meaning of Section 541 of title 11 of the United States Code, or substantially similar provisions of state law (the "**Bankruptcy Code**"), and Purchaser's interest in such Earnest Money Deposit is limited to the right to have the Earnest Money Deposit returned if and when the conditions for the return of the Earnest Money Deposit to Purchaser are satisfied as set forth herein. So long as, in accordance with terms hereof, (1) Seller has properly delivered the Escrow Termination Notice, and (2) Escrow Agent has properly released the Earnest Money Deposit, Purchaser shall waive any provision of the Bankruptcy Code, including without limitation Sections 105 and 362 of the Bankruptcy Code, necessary to invoke the approval of any court with jurisdiction over any case in which Purchaser or any affiliate of Purchaser is a debtor, and shall waive any right to defend against any motion for relief from the automatic stay that may be filed by Seller.

ARTICLE VI CLOSING

Section 6.01 Closing; Closing Date. The closing of the transaction contemplated hereby (the "**Closing**") shall no later than April 29, 2022 (the "**Closing Date**") in accordance with the terms and conditions of this Agreement with notice to Seller's attorney at least Five (5) Business Days prior to the Closing Date, at the offices of Escrow Agent. Seller shall be entitled to adjourn the Closing Date one or more times upon at least One Business Day prior notice to Purchaser for the time period prescribed in Section 7.03(a)(i) of this Agreement to: (a) remedy or clear any Title Objections or (b) satisfy any other conditions to Purchaser's obligation to consummate the Closing under this Agreement. Purchaser acknowledges and agrees that time shall be of the essence with respect to the performance by Purchaser of its obligations to purchase the Property, pay the Purchase Price and otherwise consummate the transactions contemplated in this Agreement on the Closing Date. For the purposes of this Agreement, any date to which the Seller elects to adjourn the Closing pursuant to the terms of this Agreement, shall be deemed the "**Adjourned Closing Date**" hereunder.

ARTICLE VII EXCEPTIONS TO TITLE; TITLE MATTERS

Section 7.01 Permitted Exceptions and Title Defects. Purchaser's obligations pursuant to this Agreement shall be contingent upon Purchaser's review of the Title Commitment, and any endorsements required by Purchaser together with any pre-Closing actions and updates to insure marketable fee simple title to the Property, subject only to those title exceptions that are acceptable to Purchaser, at Buyer's sole discretion ("**Permitted Exceptions**"). Without limiting the foregoing, the Title Commitment must commit to insure that (i) it fully and completely discloses all easements, negative or affirmative, rights-of-way, ingress or egress or any other appurtenances to the Property and provides insurance coverage in respect to all of such appurtenant rights; (ii) it includes the results of a property tax search and examination for any financing statements filed of record which may affect the Property; (iii) all parcels of land comprising the Property are contiguous; and (iv) on the Closing Date, the Property shall have unencumbered access to a dedicated public highway.

In the event that the Title Commitment discloses that the Property is not marketable or that the Property is adversely subject to liens, encumbrances, easements, conditions, restrictions, reservations, or other matters (excluding the Permitted Exceptions), Purchaser shall notify Seller in writing by April 22, 2022 and Seller shall have until April 27, 2022 to (i) cure the objection(s) (the "**Defects**") or (ii) provide affirmative title insurance

coverage subject to Purchaser's approval at Purchaser's sole discretion. In the event that Seller fails to cure such Defects prior to April 27, 2022, then Seller shall deliver written notice of such failure to Purchaser and request an extension of the Closing Date to cure such Defects, with approval of such request not to be unreasonably withheld, conditioned, or delayed by Purchaser. If Seller is unable to convey title as required by this Agreement, Purchaser shall have the option of (i) accepting such title as Seller is able to convey with a reduction in the Purchase Price equal to the amount required to satisfy and release Defects that are encumbrances or liens in an ascertainable amount, in which event said amount shall be deducted from the Purchase Price and said Defects released or satisfied at Closing, and any remaining Defects that have not been released or satisfied at Closing pursuant to the foregoing clause shall be deemed Permitted Exceptions, or (ii) terminating this Agreement and all of the rights and obligations of the parties hereto, except that Purchaser shall be refunded the full amount of the Escrow Deposit and excepting further any rights or obligations that survive termination of this Agreement.

Section 7.02 Title.

(a) Seller shall promptly order from Fidelity National Title Insurance Company (the "**Title Company**"), a Title Commitment (the "**Title Commitment**") and survey update and shall cause a copy of the Title Commitment and updated survey to be delivered to Purchaser's attorney. No later than 5:00 p.m. Mountain Standard Time on the date that is Twenty (20) Business Days after the date Seller has provided Purchaser or Purchaser's attorney the report (the "**Title Objection Date**"), Purchaser or Purchaser's attorney shall furnish to Seller's attorney a writing (the "**Title Objection Notice**") specifying any exceptions to title to the Property set forth in the Title Commitment which are not Permitted Exceptions (each, a "**Title Objection**"). Purchaser's failure to timely deliver the Title Objection Notice on or prior to 5:00 p.m. Mountain Standard Time on the Title Objection Date shall constitute Purchaser's irrevocable acceptance of the Title Commitment and Purchaser shall be deemed to have unconditionally waived any right to object to any matters set forth therein. If, after giving the Title Objection Notice to Seller, one or both parties receive a continuation report showing any exceptions to title to the Property which are not Permitted Exceptions, the receiving party ("**Receiving Party**") shall give written notice thereof to the other party ("**Non-Receiving Party**") no later than 5:00 p.m. Mountain Standard Time on the date that is Five (5) Business Days after the date Receiving Party receives such continuation report. If Receiving Party fails to give the Non-Receiving Party such notice, and if the Receiving Party is Purchaser, then Purchaser shall be deemed to have unconditionally waived any additional matters as to which it fails to give such notice. The parties hereby acknowledge and agree that time is of the essence with respect to all time periods relating to Purchaser's obligations as set forth in this Article VII.

Section 7.03 Seller Unable to Convey.

(a) If, on the Closing Date, Seller fails or is unable to convey title to the Property to Purchaser subject to and in accordance with the provisions of this Agreement, Seller and Purchaser shall have the following rights and obligations:

(i) Upon written notice delivered to Purchaser not later than One (1) Business Day prior to the Closing Date, Seller shall be entitled to reasonable adjournments of the Closing one or more times for a period not to exceed Thirty (30) days in the aggregate to enable Seller to convey title to the Property in full accordance with this agreement (the "**Adjournments**");

(ii) If Seller does not so elect to adjourn the Closing, and on the Closing Date, fails or is unable to convey title subject to and in accordance with the provisions of this Agreement, Purchaser shall be entitled, to either: (x) terminate this Agreement by written notice to Seller and Escrow Agent delivered on or before the Closing Date, in which event Purchaser shall be entitled to a return of the Earnest Money Deposit, and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (y) complete the purchase (with no reduction in the Purchase Price) with such title as Seller is able to convey on the Closing Date. If Purchaser shall fail to give such notice as aforesaid, Purchaser shall be deemed to

have elected clause (y) above and the Closing shall take place on the Closing Date;

(iii) If Seller elects to exercise its option for one or more Adjournments, this Agreement shall, in full accordance with its terms, remain in effect for the period of any and all such Adjournments. If, on the Closing Date as established after any such Adjournments, Seller fails or is unable to convey title to the Property subject to and in accordance with the provisions of this Agreement, Purchaser shall make its election between clauses (x) and (y) of Section 7.03(a)(ii) above, by written notice to Seller given not later than Three (3) Business Days after the Closing Date (or Adjourned Closing Date, as the case may be) ("**Adjournment Closing Notice**"). If Purchaser shall fail to give such Adjournment Closing Notice, Purchaser shall be deemed to have elected clause (y) above and the Closing shall take place as soon as is reasonably possible and not later than Four (4) Business Days after such Adjournment Closing Notice; and

(b) Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be required to take or bring any action or proceeding or any other steps to remove any defect in or objection to title or to fulfill any condition precedent to Purchaser's obligations under this Agreement or to expend any moneys therefor, nor shall Purchaser have any right of action against Seller therefor, at law or in equity, except that Seller shall, on or prior to the Closing, pay, discharge or remove of record or cause any Voluntary Lien to be paid, discharged or removed of record at Seller's sole cost and expense. The term "**Voluntary Lien**" as used herein shall mean any lien and other encumbrances (other than Permitted Exceptions) which: (i) Seller has placed or allowed to be placed on the Property, including, without limitation, mortgages and mechanics' liens; (ii) are in a liquidated amount; and (iii) may be satisfied solely by the payment of money.

Section 7.04 Title As Seller Can Convey. Notwithstanding anything in Section 7.03 above to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Conveyance Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

Section 7.05 Unpaid Taxes; Assessments and Charges. The amount of any unpaid taxes, assessments and water and sewer charges which Seller is obligated to pay and discharge may, at the option of Seller, be paid by Purchaser out of the balance of the Purchase Price, if bills therefor, with any interest and penalties thereon figured to said date, are furnished to or obtained by the Title Company at the Closing and the Title Company omits same as an exception to its title policy.

Section 7.06 Liens and Other Encumbrances. If the Property shall, at the time of the Closing, be subject to any liens (such as for judgments or transfer, inheritance, estate, franchise, license or other similar taxes), encumbrances or other title exceptions which would be grounds for Purchaser to object to title hereunder, the same shall not be deemed an objection to title provided that, at the time of the Closing, either: (a) Seller delivers to the Title Company at Closing (i) immediately available funds in the amount required to satisfy the same; and (ii) instruments in recordable form (and otherwise in form reasonably satisfactory to the Title Company in order to omit same as an exception to its title policy) sufficient to satisfy and discharge of record such liens and encumbrances together with the cost of recording or filing such instruments or (b) the Title Company issues or binds itself to issue a policy which will insure Purchaser against collection thereof from or enforcement thereof against the Property.

Section 7.07 Certificate of Occupancy. Notwithstanding anything to the contrary contained in this Agreement, the fact that the Property does not have a certificate or certificates of occupancy (or, if there be such certificate or certificates, that there exist any variances between such certificate or certificates and the actual state or use of the Property) shall not be deemed an objection to title or a reason for Purchaser not to close hereunder.

ARTICLE VIII CLOSING DELIVERIES

Section 8.01 Seller's Closing Deliveries. Seller shall deliver or cause to be delivered to Purchaser the following at the Closing, except as otherwise specified below:

(a) One (1) original special warranty deed (the "**Conveyance Deed**") in substantially the form attached hereto as Exhibit "H", and incorporated herein by this reference, executed by Seller and acknowledged, and in recordable form, conveying to Purchaser the Real Property, and all Improvements and Appurtenances, subject only to the Permitted Exceptions.

(b) One (1) Bill of Sale (the "**Bill of Sale**") in substantially the form attached hereto as Exhibit "I", executed by Seller, conveying to Purchaser good and marketable title to the Personal Property as described in the Bill of Sale, free and clear of all encumbrances and adverse claims.

(c) Seller's original counterpart of the Assignment and Assumption of Assumed Contracts and Intangible Property (the "**Assignment of Contracts**") in substantially the form attached hereto as Exhibit "J" and incorporated herein by reference, each executed by Seller and assigning to Purchaser all of Seller's right, title and interest in the Assumed Contracts and Intangible Property.

(d) Seller's original counterpart of the Assignment and Assumption of Leases (the "**Assignment of Leases**") in substantially the form attached hereto as Exhibit "K" and incorporated herein by reference, each executed by Seller and assigning to Purchaser all of Seller's right, title and interest in the Leases.

(e) Seller's original counterpart of the Parking Area License (the "**Parking Area License**") in substantially the form attached hereto as Exhibit "L" and incorporated herein by reference, each executed by Seller and Purchaser, properly acknowledged, and in recordable form.

(f) Seller's original counterpart of the Parking Structure License (the "**Parking Structure License**") in substantially the form attached hereto as Exhibit "M" and incorporated herein by reference, properly acknowledged, and in recordable form.

(g) Seller's original counterpart of the Billboard License (the "**Billboard License**") in substantially the form attached hereto as Exhibit "F" and incorporated herein by reference.

(h) Seller's original counterpart of the Monument Sign License in substantially the form attached hereto as Exhibit "B".

(i) Seller's original counterpart of the Assignment of TI Funds (the "**Assignment of TI Funds**") in substantially the form attached hereto as Exhibit "G" and incorporated herein by reference.

(j) One (1) original Notice to Tenant for each counterparty to a Lease (the "**Notice to Tenant**") in substantially the form attached hereto as Exhibit "N" and incorporated herein by reference, signed by Seller and notifying all Tenants under the Leases of the transfer of ownership of the Real Property.

(k) One (1) signed Estoppel Certificate from each existing Tenant (the "**Tenant Estoppel**") in substantially the form attached hereto as Exhibit "O" and incorporated herein by reference.

(l) One (1) signed SNDA from each existing Tenant in (the "**SNDA**") in substantially the form attached hereto as Exhibit "P" and incorporated herein by reference, which form may be modified as necessary to obtain the approval and acceptance of be approved and accepted by Purchaser's Lender.

(m) One (1) original affidavit in substantially the form attached hereto as Exhibit "Q" and incorporated by reference, executed by Seller and stating its taxpayer identification number for federal income tax purposes and that Seller is not a foreign person within the meaning of Section 1445, et seq. of the Internal Revenue Code (the "**FIRPTA Certificate**").

(n) List of all Leases and Assumed Contracts, or if in the possession of Seller, originals of all Leases and Assumed Contracts, attached hereto as Schedules 2 and 3.

(o) All books, records and other documents in Seller's possession, custody or control that are used in the maintenance and operation of the Property.

(p) All keys, key cards and codes for entrance to the Property in Seller's possession and identification of the locks to which they correspond.

(q) A consent of the City Council of Seller authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder attached hereto as Exhibit "R".

(r) Two (2) original Closing Statements.

(s) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Company to consummate the transactions contemplated by this Agreement.

Section 8.02 Delivery of Documents. Seller shall be deemed to have delivered the items set forth in subsections a-s of Section 8.01 by direct delivery to the Purchaser or the Escrow Officer prior to the Closing Date.

Section 8.03 Purchaser's Closing Deliveries. Purchaser shall deliver or cause to be delivered to Escrow Agent, within One (1) Business Day prior to the Closing Date, all of the following:

(a) The balance of the Purchase Price as set forth in Section 3.02(b).

(b) Purchaser's original counterpart of the Assignment and Assumption of Assumed Contracts and Intangible Property (the "**Assignment of Contracts**") in substantially the form attached hereto as Exhibit "J" and incorporated herein by reference, each executed by Seller and assigning to Purchaser all of Seller's right, title and interest in the Assumed Contracts and Intangible Property.

(c) Purchaser's original counterpart of the Assignment and Assumption of Leases (the "**Assignment of Leases**") in substantially the form attached hereto as Exhibit "K" and incorporated herein by reference, each executed by Seller and assigning to Purchaser all of Seller's right, title and interest in the Leases.

(d) Purchaser's original counterpart of Parking Area License (the "**Parking Area License**") in substantially the form attached hereto as Exhibit "L" and incorporated herein by reference, properly acknowledged, and in recordable form.

(e) Purchaser's original counterpart of the Parking Structure License (the "**Parking Structure License**") in substantially the form attached hereto as Exhibit "M" and incorporated herein by reference, properly acknowledged, and in recordable form.

(f) Purchaser's original counterpart of the Billboard License (the "**Billboard License**") in substantially the form attached hereto as Exhibit "F" and incorporated herein by reference.

(g) Purchaser's original counterpart of the Assignment of TI Funds (the "**Assignment of TI Funds**") in substantially the form attached hereto as Exhibit "G" and incorporated herein by reference.

(h) Two (2) original Closing Statements.

(i) Purchaser's consent to and authorization of the transaction contemplated herein in the form required pursuant to Purchaser's organizational and corporate documents and all other documents required by such organizational and corporate documents to effectuate the transaction contemplated herein.

(j) Such evidence as the Title Company may require as to the authority of the person or persons executing documents on behalf of Purchaser.

(k) Two (2) original Closing Statements.

(l) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Company to consummate the transactions contemplated by this Agreement.

ARTICLE IX CLOSING COSTS

Section 9.01 Seller's Closing Costs. Seller shall pay the following costs and expenses in connection with the transaction contemplated by this Agreement:

- (a) Cost of the Survey;
- (b) One-half Escrow Agent's fees;
- (c) All recording fees for releasing any liens on the Real Property;
- (d) All Broker's fees, including Purchaser's broker's fee which shall be paid to Century 21 in accordance with an executed agreement between Purchaser and Century 21, a copy of which shall be provided to Seller prior to Closing;
- (e) Cost of the Title Commitment;
- (f) Cost of a standard owner's policy of title insurance written on the most current ALTA form of the same;
- (g) The sum of \$77,477.52, which is the total of six months' of rent pursuant to Purchaser's current Lease with Seller and which the parties hereto have agreed shall be credited against the Purchase Price;
- (h) The sum of \$17,912.92 which is the amount of Purchaser's security deposit pursuant to Purchaser's current Lease with Seller;
- (i) Any and all costs incurred by Seller in connection with the preparation, review and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including all attorneys' or consultancy fees.

Section 9.02 Purchaser's Closing Costs. Purchaser shall pay the following costs and expenses in connection with the transaction contemplated by this Agreement:

- (a) One-half Escrow Agent's fees.
- (b) Recording fees for the recording of the Deed.
- (c) Purchaser's Broker's fees.
- (d) To the extent Purchaser elects in its sole and absolute discretion to obtain an extended coverage title insurance policy, the difference between such extended coverage title policy of insurance and the standard title policy of insurance, the cost of which is Seller's responsibility as detailed in Section 9.02, above.
- (e) The cost of any and all endorsements added to the title policy of insurance.
- (f) Any and all costs associated with any financing Purchaser may obtain to consummate the acquisition of the Property.
- (g) Any and all costs incurred by Purchaser in connection with the preparation, review and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any expenses associated with Purchaser's investigation of the Property, and all attorneys' or consultancy fees.

ARTICLE X APPORTIONMENTS

Section 10.01 Apportionments at Closing. The Parties shall pro-rate the following as of 11:59 p.m.

on the day immediately preceding the Closing Date (the "**Apportionment Date**") on the basis of the actual number of days of the month which shall have elapsed as of the Closing Date and based upon the actual number of days in the month and a 365 day year:

(a) Leasing commissions due to any broker or leasing agent as required pursuant to and as detailed in one or more of the Leases.

(b) Fixed rents payable by Tenants which are collected on or prior to the Closing in respect of the month (or other applicable collection period) in which the Closing occurs (the "**Current Month**"), on a per diem basis based upon the number of days in the Current Month prior to the Closing Date (which shall be allocated to Seller) and the number of days in the Current Month on and after the Closing Date (which shall be allocated to Purchaser). If, at the Closing, fixed rent in respect of the Current Month is unpaid by any Tenant, or fixed rent other than fixed rent in respect of the Current Month is past due by any Tenant, Purchaser agrees that the first moneys received by it from such Tenant shall be received and held by Purchaser in trust, and shall be disbursed as follows:

(i) First, to Seller and Purchaser, in an amount equal to all fixed rent owing by such Tenant to Seller and Purchaser in respect of the Current Month on a per diem basis based upon the number of days in the Current Month prior to the Closing Date (which shall be allocated to Seller) and the number of days in the Current Month on and after the Closing Date (which shall be allocated to Purchaser);

(ii) Next, to Seller in an amount equal to all fixed rents owing by any such Tenant to Seller in respect of all periods preceding the Current Month; and

(iii) Finally, to Purchaser, in an amount equal to all other fixed rent owing by any such Tenant to Purchaser in respect of all periods after the Current Month.

(c) All other income the Property generates.

(d) All current year real property taxes and assessments affecting the Property.

(e) All water, electric, telephone, fuel and other utility charges based on the last ascertainable bill unless meter readings are made as of the Closing Date, in which case such meter readings shall govern. If the apportionment is not based on an actual current reading, but rather the last ascertainable bill, then upon the taking of a subsequent actual reading (which shall be conducted no later than three business (3) days following the Closing), the parties shall, within Five (5) days following notice of the determination of such actual reading, readjust such apportionment and Seller shall deliver to Purchaser or Purchaser shall deliver to Seller, as the case may be, the amount determined to be due upon such readjustment.

(f) Any charges or fees for transferable licenses and permits for the Property.

(g) Maintenance supplies in unopened containers based on Seller's actual cost therefor, including sales tax, as evidenced by paid invoices therefor.

(h) Any amounts prepaid or payable by the owner of the Property under the Assumed Contracts.

(i) Upon conveyance of the property, the leasehold interest will no longer be subject to the Governmental Property Lease Excise Tax and will be subject to the imposition of property tax and sales tax for leases as other commercial properties are charged.

(j) All other costs and expenses of operating the Property customarily apportioned in connection with sales of properties substantially similar to the Property in Maricopa County, Arizona.

Section 10.02 Property Taxes. Property taxes shall be apportioned on the basis of the fiscal period for which assessed. If the Closing Date shall occur before an assessment is made or a tax rate is fixed for the tax period in which the Closing Date occurs, the apportionment of such Property Taxes based thereon shall be made at the Closing Date by applying the tax rate for the preceding year to the latest assessed valuation, but, promptly after the assessment and/or tax rate for the current year are fixed, the apportionment thereof shall be

recalculated and Seller or Purchaser, as the case may be, shall make an appropriate payment to the other within Ten (10) Business Day[s] based on such recalculation. If as of the Closing Date the Real Property or any portion thereof shall be affected by any special or general assessments which are or may become payable in installments of which the first installment is then a lien and has become payable, Seller shall pay the unpaid installments of such assessments which are due prior to the Closing Date and Purchaser shall pay the installments which are due on or after the Closing Date.

Section 10.03 Security Deposits.

(a) All unapplied security deposits and advance rentals in the nature of security deposits, if any, as set forth on Schedule 4 annexed hereto and made a part hereof, which are in the possession or control of Seller on the Closing Date shall be turned over and assigned to Purchaser at the Closing. Purchaser acknowledges and agrees that Seller shall not be liable with respect to the claim of any Tenant for any security deposit which was not turned over to Seller by the prior owner or owners of the Property. Purchaser further acknowledges that Seller shall be entitled to retain the security deposit of any Tenant whose Lease has been terminated and who is not in possession of the Property on the Closing Date. Seller agrees that it will not after the date hereof apply any security deposits for any Tenants against the payment of rents thereunder unless any such Tenant vacates.

(b) At Closing, Purchaser shall deliver to Seller a receipt for any security deposits actually turned over or credited by Seller to Purchaser.

(c) In the case of any security deposits held by Seller in the form of letters of credit, such letters of credit, to the extent permitted by the terms thereof, shall be assigned to Purchaser at the Closing. At Closing or as soon thereafter as is reasonably possible, with respect to such letters of credit which by their terms are assignable, Seller shall deliver any consents required by the issuing bank(s) to the assignment of such letters of credit. Any fees imposed by such issuing banks in connection with such assignments shall be paid by Seller at the Closing. In the case of any such letters of credit which by their terms are not assignable, Seller shall use reasonable efforts to cause the applicable Tenant(s) to replace such letters of credit with ones which are assignable to Purchaser. As to any letters of credit which are not assigned or replaced at Closing, then for the period from and after Closing, Seller shall hold such letters of credit in escrow for the benefit of Purchaser and, upon written request by Purchaser, shall draw down on any such letter of credit and simultaneously therewith, shall deliver the proceeds of such draw down to Purchaser. Purchaser shall indemnify Seller with respect to any judgments, suits, claims, demands, liabilities and obligations and related costs and expenses (including reasonable attorneys' fees) arising out of Seller's draw down and delivery of the proceeds of such letters of credit as directed by Purchaser.

Section 10.04 Utility Charges. All water, electric, telephone, fuel and other utility charges that were pro-rated as of the Closing Date based on the last ascertainable bill will be adjusted and pro-rated as of the Closing Date upon receipt of the actual statements for said utilities.

Section 10.05 Operating Costs and Expenses. All operating costs and expenses accrued before the Closing Date shall be paid by Seller on or before the Closing Date or promptly upon receipt of applicable statements. All operating costs and expenses accruing on or after the Closing Date shall be paid by Purchaser.

Section 10.06 Post-Closing Adjustments.

(a) To the extent that the amounts of any required pro-rations cannot be identified with reasonable certainty prior to the Closing Date, the pro-rations shall be made as soon as reasonably practicable after the Closing but in no event more than Thirty (30) days thereafter. Refunds to Seller or Purchaser shall be made after the Closing Date as soon as reasonably practicable after identification, but in no event more than Ten (10) Business Days thereafter.

(b) If the Leases contain obligations for utility charges, rent escalations for real estate taxes, operating expenses, cost-of-living adjustments or other forms of rent other than fixed rent, and Seller shall have collected any portion of such additional rent for a period on or after the Closing Date, then the same

shall be apportioned and credit given to Purchaser for such period. If such additional rent have not been billed, or if billed, have not been collected by Seller as of the Closing Date, then Purchaser shall: (i) in good faith and with due diligence bill and collect such additional rent and when the amount of such additional rent is determined and collected by Purchaser, the same shall be apportioned as provided herein; (ii) to the extent allocable to Seller, hold the first monies so received in trust for the benefit of Seller and (iii) to the extent required to pay the amounts due to Seller for the period up to the Closing Date, promptly remit the same to Seller.

(c) Each party agrees to remit reasonably promptly to the other the amount of such rents to which such party is so entitled and to account to the other party monthly in respect of same. Seller shall have the right from time to time for a period of Thirty (30) Business Day[s] following the Closing, on reasonable prior notice to Purchaser, to review Purchaser's rental records with respect to the Property to ascertain the accuracy of such accountings. Purchaser shall have the right from time to time for a period of Thirty (30) Business Day[s] following the Closing, on reasonable prior notice to Seller, to review Seller's rental records with respect to the Property to ascertain the accuracy of such accountings.

(d) Subsequent to the Closing, Purchaser agrees that it shall promptly render bills for and shall exercise reasonable diligence in the collection of any rent due to Seller pursuant to this Agreement. The obligations of Purchaser and Seller to pay over to the other rents collected as provided in this Section 10.01 shall be an independent covenant of Purchaser and Seller and such payments shall be made promptly without any set off or deduction whatsoever. Nothing herein shall preclude Seller from asserting separate and independent claims against Tenants owing rent to which Seller is entitled hereunder, including, without limitation, the institution of such actions and proceedings as Seller shall deem necessary or advisable for the purpose of collecting such rent, except after the Closing Date, Seller shall not institute any summary dispossession, eviction or similar proceedings which affect the possessory rights of any Tenant.

Section 10.07 Closing Statement. No later than Twenty (20) Business Day[s] prior to the Closing Date, Seller and Purchaser shall agree to a schedule of items to be pro-rated as of the Closing Date and the amounts thereof, and Seller and Purchaser and/or their respective agents or designees will jointly prepare, and at the Closing, Seller and Purchaser shall execute and deliver, a closing statement (the "**Closing Statement**") which will show the net amount due either to Seller or to Purchaser as the result of the adjustments and prorations provided for in this Agreement, and such net due amount will be added to or subtracted from the cash balance of the Purchase Price to be paid to Seller at the Closing pursuant to Section 3.02(b), as applicable.

Section 10.08 Seller's Insurance. Seller shall not be required to assign any policies of insurance in respect of the Property to Purchaser and Purchaser shall be responsible for obtaining its own insurance as of the Closing Date.

Section 10.09 Survival. The provisions of this Article X shall survive the Closing or the earlier termination of this Agreement, provided, however, that any re-prorations or re-apportionments shall be made as and when required under Section 10.06 hereof. Any corrected adjustment or proration shall be paid by wire transfer of immediately available funds to the party entitled thereto.

ARTICLE XI TAX PROCEEDINGS

Section 11.01 Tax Proceedings. From and after the date hereof until the Closing, Seller is hereby authorized to commence any new Tax Proceedings and/or continue any Tax Proceedings, and in Seller's sole discretion at its sole cost and expense to litigate or settle same; provided, however, that Purchaser shall be entitled to that portion of any refund or future tax benefit relating to the period occurring after the Closing after payment to Seller of all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, actually incurred by Seller in obtaining such refund or in obtaining any future tax benefits including benefits based on decreases in assessed valuation.

Section 11.02 Authorization to Commence Tax Proceedings. Upon Purchaser's request, Seller

shall provide Seller's authorization to commence any new Tax Proceedings that Purchaser reasonably believes is consistent with the practices of a reasonably prudent building owner.

Section 11.03 Refunds and Credits. Any refunds or credits received by Seller relating to periods prior to the Closing shall be subject to reconciliation against payments by Tenants under the Leases, and Seller shall pay to any such Tenants amounts owed as a result of such refunds or credits in accordance with their Leases.

Section 11.04 Survival. The provisions of this Article XI shall survive the Closing.

ARTICLE XII SELLER'S COVENANTS

Section 12.01 Seller's Covenants. Seller covenants that:

- (a) From the Effective Date until the Closing, Seller shall:
 - (i) maintain the Property in the ordinary course of business and deliver the Property to Purchaser at the Closing in substantially the same condition it was in as of the Effective Date, ordinary wear and tear excepted;
 - (ii) continue its customary practices with respect to leasing and contracts affecting the Property;
 - (iii) maintain general liability and property damage insurance in amounts that it customarily maintains; and
 - (iv) comply with all laws applicable to the Property, use or occupancy thereof.
- (b) If Purchaser so chooses, five (5) Business Day[s] prior to the Closing Date, Purchaser may perform a final walk-through of the Property. If in order to perform the walk-through Purchaser needs access to portions of the Property subject to the Leases, Seller shall obtain that access for Purchaser, provided same is during normal business hours, subject to the reasonable approval of the Tenants, and Purchaser agrees that its access shall not disturb or disrupt any of the Tenants at the Property or their ability to conduct business in the ordinary course. Seller may accompany Purchaser on said walk-through.
- (c) Seller will use reasonable efforts to obtain an Estoppel Certificate, dated no earlier than Five (5) Business Day[s] prior to the Closing, from each Tenant under a Lease and to deliver each Estoppel Certificate to Purchaser no later than Three (3) Business Day[s] prior to the Closing Date. For the purposes of this Section 12.01(c) "reasonable efforts" shall mean that Seller shall make one (1) written request from each Tenant under a Lease for the Estoppel Certificate.

ARTICLE XIII REPRESENTATIONS AND WARRANTIES

Section 13.01 Seller's Representations and Warranties.

- (a) Except as expressly set forth in this Section 13.01, Seller has not made and does not make any representations or warranties, including any representations or warranties as to the physical and environmental condition, layout, leases, footage, rents, income, expenses, zoning or other matters with respect to the Property.
- (b) Seller represents and warrants that:
 - (i) Seller is an Arizona Municipal Corporation duly formed and in good standing under the laws of the State of Arizona. Seller has full power and authority to enter into and perform this Agreement in accordance with its terms. All requisite action has been taken by Seller in connection with this Agreement or shall have been taken on or prior to the Closing Date. Seller's execution,

delivery and performance of this Agreement have been duly and validly authorized and all required consents or approvals have been obtained. The individuals executing this Agreement on behalf of Seller have the power and authority to bind Seller to the terms and conditions of this Agreement;

(ii) This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally;

(iii) Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Seller;

(iv) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any regulations promulgated thereunder (collectively, the "**Code**");

(v) Seller is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

Section 13.02 Purchaser's Representations and Warranties.

(a) Purchaser represents and warrants that:

(i) Purchaser has full power and authority to enter into and perform this Agreement in accordance with its terms. Purchaser is limited liability company validly formed and in good standing under the laws of the State of Utah. Purchaser is duly qualified to do business and is in good standing in the State of Arizona. All requisite action (corporate, trust, partnership or otherwise) has been taken by Purchaser in connection with this Agreement or shall have been taken on or prior to the Closing Date. Purchaser's execution, delivery and performance of this Agreement have been duly authorized, and all required consents or approvals have been obtained. The individuals executing this Agreement on behalf of Purchaser have the power and authority to bind Purchaser to the terms and conditions of this Agreement;

(ii) This Agreement is a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally;

(iii) Purchaser has not violated any contract, agreement or other instrument to which Purchaser is a party nor any judicial order, judgment or decree to which Purchaser is bound by: (x) entering into this Agreement; (y) executing any of the documents Purchaser is obligated to execute and deliver on the Closing Date or (z) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement;

(iv) There are no actions, lawsuits, litigation or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect Purchaser's power or authority to enter into or perform this Agreement;

(v) Purchaser shall defend and indemnify Seller against, and hold Seller harmless from, all claims, demands, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, asserted by third parties for any breach, default or violation of any Lease, or covenant thereof, occurring after the Closing Date;

(vi) Except for the express representations and warranties of Seller found in Section 13.01, Purchaser is acquiring the Property on an "AS IS, WHERE IS" basis, without any representation or warranty of any kind or nature whatsoever, express or implied, and Purchaser acknowledges that no such representations or warranties have been made except as set forth in writing herein. In deciding whether to acquire the Property, Purchaser is relying solely on Purchaser's investigation of the Property;

(vii) Purchaser has received from Seller all environmental assessments/environmental reports.

(viii) Purchaser is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations OFAC (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities; and

(ix) There are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, nor any actions, suits or other legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

Section 13.03 No Representations. Purchaser hereby acknowledges that, except as expressly set forth in section 13.01, neither Seller, nor any person acting on behalf of Seller, nor any person or entity which prepared or provided any of the materials reviewed by Purchaser in conducting its due diligence, nor any direct or indirect officer, director, partner, member, shareholder, employee, agent, representative, accountant, advisor, attorney, principal, affiliate, consultant, contractor, successor or assign of any of the foregoing parties shall be referred to herein collectively as the "**exculpated parties**") has made or shall be deemed to have made any oral or written representations or warranties, whether expressed or implied, by operation of law or otherwise (including without limitation warranties of habitability, merchantability or fitness for a particular purpose), with respect to the property, the permitted use of the property or the zoning and other laws, regulations and rules applicable thereto or the compliance by the property therewith, the revenues and expenses generated by or associated with the property, or otherwise relating to the property or the transactions contemplated herein. Purchaser further acknowledges that except as expressly set forth in this agreement, all materials which have been provided by any of the exculpated parties have been provided without any warranty or representation, expressed or implied as to their content, suitability for any purpose, accuracy, truthfulness or completeness and, except as expressly set forth in this agreement purchaser shall not have any recourse against seller or any of the other exculpated parties in the event of any errors therein or omissions therefrom. Purchaser is acquiring the property based solely on its own independent investigation and inspection of the property and not in reliance on any information provided by seller, or any of the other exculpated parties, except for the representations, warranties and covenants expressly set forth herein. except as expressly set forth herein, purchaser expressly disclaims any intent to rely on any such materials provided to it by seller in connection with its due diligence and agrees that it shall rely solely on its own independently developed or verified information.

ARTICLE XIV CONDITIONS TO CLOSING

Section 14.01 Conditions to Obligations of Seller. Notwithstanding anything to the contrary contained herein, the obligation of Seller to close title in accordance with this Agreement is expressly conditioned upon the fulfillment by and as of the time of the Closing of each of the conditions listed below, provided that Seller, at its election, evidenced by written notice delivered to Purchaser at or prior to the Closing, may waive any of such conditions:

(a) Purchaser shall have: (i) executed and delivered to Seller all of the documents; (ii) paid the

full balance of the Purchase Price in accordance with Section 3.02(b) above; (iii) paid all other sums of money required under this Agreement and (iv) taken or caused to be taken all of the other action required of Purchaser pursuant to this Agreement.

(b) Purchaser shall not be in default of any covenant or agreement to be performed by Purchaser under this Agreement and shall have performed all other obligations required to be performed by it under this Agreement on or prior to the Closing Date.

(c) On the Closing Date all representations and warranties made by Purchaser in Section 13.02 shall be true and correct as if made on the Closing Date.

Section 14.02 Conditions to Obligations of Purchaser. Notwithstanding anything to the contrary contained herein, the obligation of Purchaser to close title and pay the Purchase Price in accordance with this Agreement is expressly conditioned upon the fulfillment by and as of the time of the Closing of each of the conditions listed below, provided that Purchaser, at its election, evidenced by written notice delivered to Seller at or prior to the Closing, may waive all or any of such conditions:

(a) Seller shall have executed and delivered to Purchaser all of the documents required to be delivered by Seller at the Closing and shall have taken all other action required of Seller at the Closing.

(b) All representations and warranties made by Seller in Section 13.01 shall be true and correct in all material respects as if made on the Closing Date, provided, however, to the extent the facts and circumstances underlying such representations and warranties may have changed as of the Closing Date, Seller shall have the right to update its representations and warranties as of the Closing Date and Purchaser shall be obligated to consummate the transactions contemplated by this Agreement on the Closing Date.

(c) The Title Company shall be willing to insure title to the Property pursuant to an ALTA Title Insurance Policy in the amount of the Purchase Price, subject only to the Permitted Exceptions and as otherwise provided in this Agreement, including the addition of the Parking Area License as part of the insured estate at Closing, and the Parking Structure License as part of the insured estate to be added post-Closing (the "**Title Insurance Policy**").

Section 14.03 Failure of Conditions to Closing.

(a) If Purchaser is unable to timely satisfy (and Seller has not waived in writing) the conditions precedent to Seller's obligation to effect the Closing, then such failure shall constitute a default hereunder, in which case, Seller shall have the right to terminate this Agreement by notice thereof to Purchaser in accordance with the terms of this Agreement. If this Agreement is so terminated, then Seller shall be entitled to receive the Earnest Money Deposit and thereafter, neither party shall have any further obligations hereunder, except those expressly stated to survive the termination hereof.

(b) If Seller is unable to timely satisfy the conditions precedent to Purchaser's obligation to effect the Closing (and Purchaser has not waived the same in writing), then Seller may, if it so elects and without any abatement in the Purchase Price, (i) adjourn the Closing Date for a period or periods not to exceed five (5) day[s] in the aggregate after the Closing Date and (ii) if, after any such extension, the conditions precedent to Purchaser's obligation to effect the Closing continue not to be satisfied (and Purchaser has not waived the same in writing) or Seller does not elect such extension and, in either case, such failure of condition precedent is not the result of Seller's default hereunder, then Purchaser or Seller shall be entitled to terminate this Agreement by notice thereof to the other party in accordance with the terms of this Agreement. If this Agreement is so terminated, then Purchaser shall be entitled to receive the Earnest Money Deposit and thereafter neither party shall have any further obligations hereunder, except those expressly stated to survive the termination hereof.

ARTICLE XV BROKERAGE COMMISSIONS

Section 15.01 Purchaser Representation. Purchaser represents and warrants to Seller that, other than Century 21 ("**Purchaser's Broker**"), Purchaser has not dealt or negotiated with, or engaged on its own behalf or for its benefit, any broker, finder, consultant, advisor, or professional in the capacity of a broker or finder (each a "**Broker**") in connection with this Agreement or the transactions contemplated hereby. Other than as to those fees due to Purchaser's Broker in accordance with an executed agreement between Purchaser and Purchaser's Broker, which fee shall be paid by Seller at Closing, Purchaser hereby agrees to indemnify, defend and hold Seller and its disclosed and undisclosed direct and indirect shareholders, officers, directors, partners, principals, members, employees, agents, contractors and any successors or assigns of the foregoing, harmless from and against any and all claims, demands, causes of action, losses, costs and expenses (including reasonable attorneys' fees, court costs and disbursements) arising from any claim for commission, fees or other compensation or reimbursement for expenses made by any Broker other than Purchaser's Broker engaged by or claiming to have dealt with Purchaser in connection with this Agreement or the transactions contemplated hereby.

Section 15.02 Seller Representation. Seller represents and warrants to Purchaser that it has not dealt or negotiated with or engaged on its own behalf or for its benefit, any Broker in connection with this Agreement or the transactions contemplated hereby. Seller hereby agrees to indemnify, defend and hold Purchaser and its disclosed and undisclosed direct and indirect shareholders, officers, directors, partners, principals, members, employees, agents, contractors and any successors or assigns of the foregoing, harmless from and against any and all claims, demands, causes of action, losses, costs and expenses (including reasonable attorneys' fees, court costs and disbursements) arising from any claim for commission, fees or other compensation or reimbursement for expenses made by any Broker (including Seller's Broker) engaged by or claiming to have dealt with Seller in connection with this Agreement or the transactions contemplated hereby. Seller agrees to pay Seller's Broker in accordance with the terms of a separate agreement between Seller and Seller's Broker.

Section 15.03 Survival. The provisions of this Article XV shall survive the termination of this Agreement or the Closing.

ARTICLE XVI AS-IS

Section 16.01 AS-IS, WHERE-IS. Except as expressly set forth in this Agreement to the contrary, Purchaser is expressly purchasing the Property in its existing condition "As-Is, Where-Is, And With All Faults" with respect to all facts, circumstances, conditions and defects, and, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate Purchaser for same. Seller has specifically bargained for the assumption by Purchaser of all responsibility to investigate the Property, Laws and Regulations, Rights, Facts, Leases, Service Contracts, Violations, and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. Purchaser has undertaken all such investigations of the Property, Laws and Regulations, Rights, Facts, Leases, Service Contracts, and Violations, as Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, Purchaser is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers. Purchaser is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, Purchaser assumes the full risk of any loss or damage (subject to Section 17.01 below) occasioned by any fact, circumstance, condition or defect pertaining to the Property.

Section 16.02 No Warranty or Other Representation. Except as expressly set forth in this Agreement to the contrary, Seller hereby disclaims all warranties of any kind or nature whatsoever (including, without limitation, warranties of habitability and fitness for particular purposes), whether expressed or implied including, without limitation warranties with respect to the Property. Except as is expressly set forth in this Agreement to the contrary, Purchaser acknowledges that it is not relying upon any representation of any kind or nature made by Seller, or Seller's Broker, or any of their respective direct or indirect members, partners,

shareholders, officers, directors, employees or agents (collectively, the "**Seller Related Parties**") with respect to the Property, and that, in fact, except as expressly set forth in this Agreement to the contrary, no such representations were made. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation or order.

Section 16.03 Environmental Laws; Hazardous Materials. Seller makes no warranty with respect to the presence of Hazardous Materials on, above or beneath the Property (or any parcel in proximity thereto) or in any water on or under the Property. The Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to cause Seller to be joined in any action brought under any Environmental Laws. As used herein, the term "**Hazardous Materials**" shall mean: (a) those substances included within the definitions of any one or more of the terms "hazardous materials", "hazardous wastes", "hazardous substances", "industrial wastes", and "toxic pollutants", as such terms are defined under the Environmental Laws, or any of them; (b) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof; (c) natural gas, synthetic gas and any mixtures thereof; (d) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable; (e) polychlorinated biphenyl ("**PCBs**") or PCB-containing materials or fluids; (f) radon; (g) any other hazardous or radioactive substance, material, pollutant, contaminant or waste and (h) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring or remediation. As used herein, the term "**Environmental Laws**" shall mean all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 5101 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f et seq.), any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes.

Section 16.04 Seller Release. Purchaser shall rely solely upon Purchaser's own knowledge of the Property based on its investigation of the Property and its own inspection of the Property in determining the Property's physical condition and Purchaser agrees that it shall, subject to the express warranties, representations and conditions contained in this Agreement, assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions may not have been revealed by Purchaser's investigations. Except as expressly set forth in this Agreement to the contrary, Purchaser releases Seller, the Seller Related Parties and their respective successors and assigns from and against any and all claims which Purchaser or any party related to or affiliated with Purchaser (each, a "**Purchaser Related Party**") has or may have arising from or related to any matter or thing related to or in connection with the Property except as expressly set forth in this Agreement to the contrary, including the documents and information referred to herein, the Leases, the Tenants, any construction defects, errors or omissions in the design or construction and any environmental conditions and, except as expressly set forth in this Agreement to the contrary, neither Purchaser nor any Purchaser Related Party shall look to Seller, the Seller Related Parties or their respective successors and assigns in connection with the foregoing for any redress or relief. This release shall be given full force and effect according to each of its express terms and provisions, including those relating to unknown and unsuspected claims, damages and causes of action. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation or order.

Section 16.05 Survival. The provisions of this Article XVI shall survive the Closing or the earlier

termination of this Agreement and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

ARTICLE XVII RISK OF LOSS

Section 17.01 Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement. Purchaser shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced, except as detailed herein, or as agreed to in a signed writing; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty (less any [reasonable] sums expended by Seller for repair or restoration through the Closing Date) shall be assigned by Seller to Purchaser at the Closing.

ARTICLE XVIII REMEDIES

Section 18.01 Liquidated Damages. The Parties Acknowledge That They Have Discussed The Type And Magnitude Of Damages That Each Could Suffer If This Agreement Terminates Because Of The Other Party's Breach Or Default Hereunder. Furthermore, Each Acknowledges That It Has Negotiated This Topic In Good Faith With The Other And Has Concluded That It Is Extremely Difficult And Impractical To Affix A Dollar Amount To Damages For Breach Or Default.

Section 18.02 Seller's Remedies in the Event of Purchaser's Breach or Default.

(a) The Parties Agree That Seller's Sole Remedy, At Law Or In Equity, In The Event Of a Default Or Breach By Purchaser, Is For Seller To Keep The Earnest Money Deposit And All Interest Earned Thereon As Liquidated Damages (Not As A Penalty), Without Additional Instructions To Escrow Agent, And Thereafter This Agreement Shall Terminate And Seller Shall Have No Further Rights Or Obligations Under This Agreement Except For Those That Are Expressly Stated To Survive The Termination Thereof. The Parties Agree That These Liquidated Damages Shall Be In Lieu Of Any Other Relief To Which Seller Might Be Entitled Because Of Purchaser's Breach Or Default And That Seller Hereby Waives Any Right It Might Have Had To An Action For Specific Performance.

(b) This Agreement confers no present right, title or interest in the Property to Purchaser and Purchaser agrees not to, and waives its right to, file a lis pendens or other similar notice against the Property. Notwithstanding the foregoing, if Seller terminates this Agreement pursuant to a right given to it hereunder and Purchaser takes any action which interferes with Seller's ability to sell, exchange, transfer, lease, dispose of or finance the Property or take any other actions with respect thereto (including, without limitation, the filing of any lis pendens or other form of attachment against the Property), then Purchaser shall be liable for all loss, cost, damage, liability or expense (including, without limitation, reasonable attorneys' fees, court costs and disbursements and consequential damages) incurred by Seller by reason of such action to contest by Purchaser.

Section 18.03 Purchaser's Remedies in the Event of Seller's Breach or Default. The Parties Agree That Purchaser's Sole Remedy, At Law Or In Equity, In The Event Of A Default Or Breach By Seller Under This Agreement, Is For Purchaser To Have Returned To It The Earnest Money Deposit And All Interest Earned Thereon As Liquidated Damages (Not As A Penalty), And Thereafter This Agreement Shall Terminate And Purchaser Shall Have No Further Rights Or Obligations Under This Agreement Except Those That Are Expressly Stated To Survive The Termination Of This Agreement. The Parties Agree That The Remedy Provided In This Section 18.03 Is Purchaser's Sole Remedy And Shall Be In Lieu Of Any Other Relief To Which Purchaser Might Be Entitled Because Of Seller's Breach Or Default And That Purchaser Hereby Waives Any Right It Might Have Had To An Action For Specific Performance.

Section 18.04 Exculpation. Purchaser agrees that it does not have and will not have any claims or causes of action against any disclosed or undisclosed officer, director, employee, trustee, shareholder, partner, principal, parent, subsidiary, retirant, beneficiary, internal investment contractor, agent or other affiliate of Seller or any other Seller Related Parties, including, without limitation, any officer, director, employee, trustee, shareholder, partner, principal, retirant, beneficiary, internal investment contractor, agent or other affiliate of Seller or any such parent, subsidiary or other affiliate, or any other Seller Related Parties (collectively, "**Seller's Affiliates**"), arising out of or in connection with this Agreement or the transactions contemplated hereby. Purchaser agrees to look solely to Seller and its assets for the satisfaction of any liability or obligation arising under this Agreement or the transactions contemplated hereby, or for the performance of any of the covenants, warranties or other agreements contained herein, and further agrees not to sue or otherwise seek to enforce any personal obligation against any of Seller's Affiliates with respect to any matters arising out of or in connection with this Agreement or the transactions contemplated hereby. Without limiting the generality of the foregoing provisions of this Section 18.04, Purchaser hereby unconditionally and irrevocably waives any and all claims and causes of action of any nature whatsoever it may now or hereafter have against Seller's Affiliates, and hereby unconditionally and irrevocably releases and discharges Seller's Affiliates from any and all liability whatsoever which may now or hereafter accrue in favor of Purchaser against Seller's Affiliates, in connection with or arising out of this Agreement or the transactions contemplated hereby.

Section 18.05 Survival. The provisions of this Article XVIII shall survive the termination of this Agreement and the Closing.

ARTICLE XIX CONFIDENTIALITY AND PRESS RELEASE

Section 19.01 Confidentiality. Until the Closing, Purchaser will treat the information disclosed to it by Seller, or otherwise gained through Purchaser's access to the Property and Seller's books and records, as confidential, giving it the same care as Purchaser's own confidential information, and make no use of any such disclosed information not independently known to Purchaser except in connection with the transactions contemplated hereby; provided, however, that Purchaser may, without the consent of Seller, disclose such information: (a) to its partners, members, managers, employees, advisors, consultants, attorneys, accountants, prospective and actual investors, and lenders (the "**Transaction Parties**"), so long as any such Transaction Parties to whom disclosure is made shall also agree to keep all such information confidential in accordance with the terms hereof and (b) if disclosure is required by law or by regulatory or judicial process, provided that in such event, Purchaser shall notify Seller of such required disclosure, shall exercise all commercially reasonable efforts to preserve the confidentiality of the confidential information, including, without limitation, reasonably cooperating with Seller (at Seller's sole expense) to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded such confidential information by such tribunal and shall disclose only that portion of the confidential information which Purchaser is legally required to disclose. Notwithstanding the foregoing, the confidentiality provisions of this Section 19.01 shall not apply to any information or document which: (i) is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement or (ii) subject to compliance with clause (b) in this Section 19.01 above, is required by law or court order to be disclosed. In the event of a termination of this Agreement, Purchaser shall promptly return all such confidential information to Seller.

Section 19.02 No Press Release; Publicity. Prior to the Closing Date: (a) no press releases or public statements shall be issued or made by either Seller or Purchaser with respect to the transactions contemplated by this Agreement and (b) Purchaser and Seller shall confer and agree on a press release to be issued jointly by Purchaser and Seller disclosing the transaction and the appropriate time for making such release. At no time, whether prior to or following the Closing Date, shall either Purchaser or Seller issue any press releases (or other public statements) with respect to the transactions contemplated in this Agreement which disclose the Purchase Price or contain any mention of the other party to this Agreement without the approval of such other party, which approval may be withheld in such other party's sole and absolute discretion.

Section 19.03 Survival. The provisions of this Article XIX shall survive the termination of this Agreement.

ARTICLE XX GENERAL PROVISIONS

Section 20.01 Notices. Unless specifically stated otherwise in this Agreement, all notices, waivers and demands required under this Agreement shall be in writing and delivered to all other Parties, and Escrow Agent, at the addresses below, by one of the following methods:

- (a) Hand delivery, whereby delivery is deemed to have occurred at the time of delivery;
- (b) A nationally [or regionally] recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;
- (c) Registered United States Mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third Business Day following deposit with the United States Postal Service; or
- (d) Electronic transmission (facsimile or e-mail) provided that the transmission is completed no later than four p.m. on a Business Day and the original also is sent via overnight courier or U.S. Mail, whereby delivery is deemed to have occurred at the end of the Business Day on which electronic transmission is completed.

To Purchaser:

Name: LeMonds Holdings, LLC
Address: 801 Kalamath St
Denver, CO 80204
Telephone: 303-995-5958 and 720-233-4573
E-mail: dlemonds@avedadenver.com;
jgibson@igaveda.com

with a copy to:

Name: Carl W. Barton, Esq.
Address: 222 South Main, Suite 2200
Salt Lake City, UT 84101
E-mail: cbarton@hollandhart.com.
Telephone: 801-799-5831

To Seller:

Name: Office of the City Manager
Address: 11465 West Civic Center Drive
Avondale, AZ 85323
Telephone: 623-333-1000

with a copy to:

Name: Office of the City Attorney
Address: 11465 West Civic Center Drive
Avondale, AZ 85323

Telephone: 623-333-1500

E-mail: Cityattorney@avondaleaz.gov

To Escrow Agent:

Name: Fidelity National Title Insurance Company

Address: 8055 East Tufts Avenue, Suite 900 Denver, CO
80237

Telephone:

E-mail: cnay@fnf.com

Any Party shall change its address for purposes of Section 20.01 by giving written notice as provided in Section 20.01.

All notices and demands delivered by a Party's attorney on a Party's behalf shall be deemed to have been delivered by said Party. Notices shall be valid only if served in the manner provided in this Section 20.01.

Section 20.02 Complete Agreement; Amendments and Modifications; Partial Invalidity; Waivers.

(a) This Agreement may be executed in counterparts, and when executed by [both/all] Parties shall become one (1) integrated agreement enforceable on its terms. This Agreement supersedes all prior agreements between the Parties with respect to the Property and all discussions, understandings, offers and negotiations with respect thereto, whether oral or written. This Agreement shall not be amended or modified, except in a writing signed by each Party hereto. If amended or modified as permitted by this Section 20.02(a), the term "Agreement" shall thereafter be read as including all said amendments and modifications. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.

(b) Any term or provision of this Agreement, which is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

(c) Any waiver of any provision or of any breach of this Agreement shall be in writing and signed by the Party waiving said provision or breach. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts. Effective as of the Closing, any breaches or conditions not waived previously (including any Title Commitment objections) in accordance with this Section 20.02(c) are deemed waived.

Section 20.03 Parties; Assignment of Interests in This Agreement; Successors and Assigns.

(a) Purchaser may not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder or any of the direct or indirect ownership interests in Purchaser, without first obtaining Seller's prior consent and approval thereto, which may be given or withheld in Seller's sole and absolute discretion.

(b) All references to Seller in this Agreement shall include Seller's assignee, including any assignment by Seller of Seller's assignment of its interest in this Agreement to a Qualified Intermediary under Section 20.04.

(c) The terms "**Party**" and "**Parties**" include Seller, Purchaser, their respective constituent entities and their respective successors, assigns and legal representatives. In the event either Seller or Purchaser is an individual, a "Party" or "Parties" includes that individual's heirs.

(d) This Agreement and all its covenants, terms and provisions, shall be binding on and inure to the benefit of each Party and its successors and assigns.

Section 20.04 Further Assurances. From the Effective Date, Seller and Purchaser each agrees to do such things, perform such acts and make, execute, acknowledge and deliver such documents as may be reasonably necessary and customary to complete the transactions contemplated by this Agreement. In particular, at the Closing and through the period that is Thirty (30) Business Day[s] following the Closing, Seller and Purchaser each agrees to do such things as may be reasonably necessary with respect to the transfer of the operation of the Property, including with respect to the Assumed Contracts, Leases, and any other items to be assumed by Purchaser under this Agreement, to complete the transfer of the operation of the Property. This Section 20.04 shall survive the Closing for a period of Three Hundred and Sixty-Five (365) days thereafter.

Section 20.06 Interpretation and Construction.

(a) The Parties acknowledge that, in connection with negotiating and executing this Agreement, each has had its own counsel and advisors and that each has reviewed and participated in the drafting of this Agreement. The fact that this Agreement was prepared by Seller's counsel as a matter of convenience shall have no import or significance to the construction of this Agreement. Any uncertainty or ambiguity in this Agreement shall not be construed against Seller because Seller's counsel prepared this Agreement in its final form. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of: (i) this Agreement; (ii) any exhibits to this Agreement or (iii) any document drafted or delivered in connection with the transactions contemplated by this Agreement.

(b) Any captions or headings used in this Agreement are for convenience only and do not define or limit the scope of this Agreement.

(c) The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun with respect to gender shall include the neutral, masculine, feminine and plural. The term "**Person**" or "**Persons**" includes a natural person or any corporation, limited liability company, partnership, trust or other type of entity validly formed.

Section 20.07 Days; Performance on a Saturday, Sunday or Holiday. Whenever the term "day" is used in this Agreement, it shall refer to a calendar day unless otherwise specified. A "**Business Day**" shall mean any weekday except for those weekdays that a banking institution within the State of Arizona is required by said state to be closed (a "**Holiday**"). Should this Agreement require an act to be performed or a notice to be given on a Saturday, Sunday or Holiday, the act shall be performed, or notice given on the following Business Day.

Section 20.08 Time Is of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, time is of the essence for the performance of all actions (including, without limitation, the giving of notices, the delivery of documents and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of notice, the delivery of documents or the funding of money) under this Agreement, prior to the expiration of, by no later than or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 5:00 p.m.] (Mountain Standard Time) on such date, provided that such action must be completed by 5:00 p.m. (Mountain Standard Time) with respect to the payment of the balance of the Purchase Price and other payments by Purchaser on the Closing Date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents or the funding of money) under this Agreement prior to the expiration of, by no later than or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

Section 20.09 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona. Each Party Hereto Agrees That All Actions Or Proceedings Arising In Connection With This Agreement And The Transactions Contemplated Hereby Shall Be Tried And Litigated In State Or Federal Courts Located In Maricopa County, Arizona, Unless Such Actions Or Proceedings Are Required To Be Brought In Another Court To Obtain Subject Matter Jurisdiction Over The Matter In Controversy. To The Extent Permitted By Law, Each Party Hereto Irrevocably Waives Any Right Any Party Hereto May Have To Assert The Doctrine Of Forum Non Conveniens, To Assert That Any Party Hereto Is Not Subject To The Jurisdiction Of The Aforesaid Courts Or To Object To Venue To The Extent Any Proceeding Is Brought In Accordance With This Article 20. Service Of Process, Sufficient For Personal Jurisdiction In Any Action Against Any Party Hereto, May Be Made By Registered Or Certified Mail, Return Receipt Requested, To Any Such Party's Address Indicated In Section 20.01 Hereof.

Section 20.10 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 20.11 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants or other obligations of Seller set forth in this Agreement shall survive the Closing hereunder and no action based thereon shall be commenced after the Closing.

Section 20.12 Attorneys' Fees; Income and Capital Gains Taxes.

(a) Seller and Purchaser each acknowledge that: (i) they have been represented by independent counsel in connection with this Agreement; (ii) they have executed this Agreement with the advice of such counsel and (iii) this Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel.

(b) Each Party to this Agreement shall be responsible for all costs it incurs in connection with the preparation, review and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultants' fees. In addition, each Party is responsible for its own income taxes and capital gains taxes resulting from its operation of the Property and such taxes shall not be a pro-rata at the Closing.

(c) If any action is brought by either Party against the other in connection with or arising out of this Agreement or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing party shall be entitled to recover from the other party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the prosecution or defense of such action.

Section 20.13 Waiver of Jury Trial. Except as otherwise expressly stated in this Agreement to survive the Closing hereunder, all obligations the Parties have to each other under this Agreement shall survive neither the Closing nor the earlier termination of this Agreement. In the unlikely event that a dispute survives the Closing or termination, Each Of Seller And Purchaser Hereby Expressly And Unconditionally Waives, In Connection With Any Suit, Action Or Proceeding Brought By The Other Party Hereto Under This Agreement Or In Connection With Any Transaction Contemplated Hereby, Any And Every Right Each Of Seller And Purchaser May Have To: (A) Injunctive Relief (Except As Otherwise Expressly Provided In This Agreement To The Contrary); (B) A Trial By Jury; (C) Interpose Any Counterclaim Therein (Except For Any Compulsory Counterclaim Which, If Not Asserted In Such Suit, Action Or Proceeding, Would Be Waived) And (D) Have The Same Consolidated With Any Other Or Separate Suit, Action Or Proceeding.

Section 20.14 Conflict of Interest. This Agreement may be cancelled by Seller pursuant to the terms of Arizona Revised Statutes Section 38-511 due to conflicts of interest by Seller in the negotiation of this Agreement. At the time of execution of this Agreement, Seller is not aware of any conflicts of interest.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

PURCHASER:

LEMONDS HOLDINGS, LLC,

a Utah limited liability company

By: _____

Name: _____

Title: _____

SELLER:

CITY OF AVONDALE, ARIZONA

an Arizona Municipal Corporation

By: _____

Name: _____

Title: _____

The undersigned places its signature below solely to acknowledge that it is acting as Escrow Agent in accordance with the terms and conditions of Article V of this Agreement.

ESCROW AGENT:

Fidelity National Title Insurance Company

By: _____

Name: _____

Title: _____

EXHIBITS AND SCHEDULES

Schedule 1	N/A
Schedule 2	List of Contracts other than leases to be assigned
Schedule 3	List of executed leases to be assigned
Schedule 4	List of Security Deposits to be transferred.
Exhibit A	Legal Description of the Real Property
Exhibit B	Form of Monument Sign License Agreement
Exhibit C	Depiction of Monument Sign
Exhibit D	Depiction of Parking Area
Exhibit E	Depiction of Parking Structure
Exhibit F	Form of Billboard Use Agreement
Exhibit G	Form of Assignment of TI Funds
Exhibit H	Form of Special Warranty Deed
Exhibit I	Form of Bill of Sale
Exhibit J	Form of Assignment and Assumption of Assumed Contracts and Intangible Property
Exhibit K	Form of Assignment and Assumption of Leases
Exhibit L	Form of Parking License Agreement
Exhibit M	Form of Parking Structure License Agreement
Exhibit N	Form of Notice to Tenant
Exhibit O	Form of Tenant Estoppel
Exhibit P	Form of SNDA
Exhibit Q	Form of FIRPTA Certificate
Exhibit R	Seller Consent

Schedule 1

"Intentionally Omitted"

Schedule 2

List of Contracts other than leases to be assigned

[None]

Schedule 3

List of executed leases to be assigned

- 1) Lease Agreement by and between The City of Avondale, an Arizona municipal corporation, as Landlord and 2 "DI" 4 Gourmet, LLC, an Arizona limited liability company, and Richard Todd, collectively, jointly and severally as Tenant, dated March 21, 2017, and Exhibit D, Form of Commencement Date Memorandum, dated October 17, 2017, by and between the Landlord and the Tenant.
- 2) Lease Agreement by and between The City of Avondale, an Arizona municipal corporation, as Landlord and Phoenix Children's Hospital Inc., an Arizona nonprofit corporation, as Tenant, dated November 2, 2020 (the "Lease Agreement"), and that First Amendment to the Lease Agreement, dated November 1, 2021, and recorded in the official records of the Maricopa County Recorder, Arizona, as Entry No. 20220076937 on January 26, 2022.
- 3) Lease Agreement by and between The City of Avondale, an Arizona municipal corporation, as Landlord and Soda Bomb LLC, an Arizona limited liability company, as Tenant, dated April 3, 2021.
- 4) Lease Agreement by and between The City of Avondale, an Arizona municipal corporation, as Landlord and Queendom Concepts, LLC, an Arizona limited liability company, DBA New Penny Café, as Tenant, dated April 19, 2021, and First Amendment to Lease Agreement, dated January 1, 2022.
- 5) Lease Agreement by and between The City of Avondale, an Arizona municipal corporation, as Landlord, and Desert Tap, LLC, an Arizona limited liability company, D/B/A Tap2, as Tenant, dated August 23, 2021.
- 6) Lease Agreement by and between The City of Avondale, an Arizona municipal corporation, as Landlord, and West Valley Institute, LLC, an Arizona limited liability company, as Tenant, dated August 23, 2021, Exhibit D Form of Commencement Date Memorandum between the Landlord and Arizona Institute, LLC, an Arizona limited liability company, dated April 1, 2022, and First Amendment to the Lease Agreement between Landlord and West Valley Institute, LLC, an Arizona limited liability company d/b/a Aveda Institute of Avondale and Arizona Institute, LLC, an Arizona limited liability company d/b/a Aveda Institute Avondale, dated September 20, 2021.

Schedule 4

List of Security Deposits to be transferred

Tenants	Security Deposit Amount
2 "DI" 4 Gourmet, LLC and Richard Todd	\$1,937.50
Phoenix Children's Hospital Inc.	\$11,510.08
Soda Bomb LLC	\$1,875.00
Queendom Concepts, LLC, DBA New Penny Café	\$6,000.00
Desert Tap, LLC, D/B/A Tap2	\$2,750.00
West Valley Institute, LLC	\$17,912.92

Exhibit A

Legal Description of the Real Property

The Land situated in the county of Maricopa, State of Arizona, and is described as follows:

Lots 4A AND 4B of REPLAT OF LOT 4 OF AVONDALE CITY CENTER PHASE 1, according to the plat of record in the Maricopa County Recorder's Office, recorded in Book 1077 of Maps, page 32.

APN: 102-57-247, 102-57-248

Exhibit B

Form of Monument Sign License Agreement

Exhibit C
Depiction of Monument Sign



Exhibit D

Depiction of Parking Area



The BLVD Retail Liner Parking Map



Exhibit E

Future Plans for Parking Structure

Exhibit F

Form of Billboard Use Agreement

Exhibit G

Form of Assignment of TI Funds

Exhibit H

Form of Special Warranty Deed

Exhibit I

Form of Bill of Sale

Exhibit J

Form of Assignment and Assumption of Assumed Contracts and Intangible Property

Exhibit K

Form of Assignment and Assumption of Leases

Exhibit L

Form of Parking Area License

Exhibit M

Form of Parking Structure License

Exhibit N

Notice to Tenant

Exhibit O

Form of Tenant Estoppel

Exhibit P

Form of SNDA

Exhibit Q
Form of FIRPTA

Exhibit R
Form of Seller Consent

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CITY COUNCIL REPORT

SUBJECT: Presentation and Discussion of Recommended Fiscal Year 2023 Budget

MEETING DATE: 4/18/2022

TO: Mayor and Council

FROM: Keith Fallstrom, Assistant Finance and Budget Director, (623) 333-2016

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports all Avondale Strategic Outcome Areas. The Strategic Plan guides the allocation of funding to the highest priorities.

PURPOSE:

City Council will receive an overview of department budget supplemental requests and capital improvement plan for the fiscal year (FY) 2023 budget.

BACKGROUND:

This presentation will review the department supplemental requests and capital improvement plan included in the FY2023 budget.

DISCUSSION:

The information presented will lead to the development of the FY2023 Tentative Budget. On May 2, City Council will take action on the Tentative Budget, which sets the expenditure limit for the FY2023 budget.

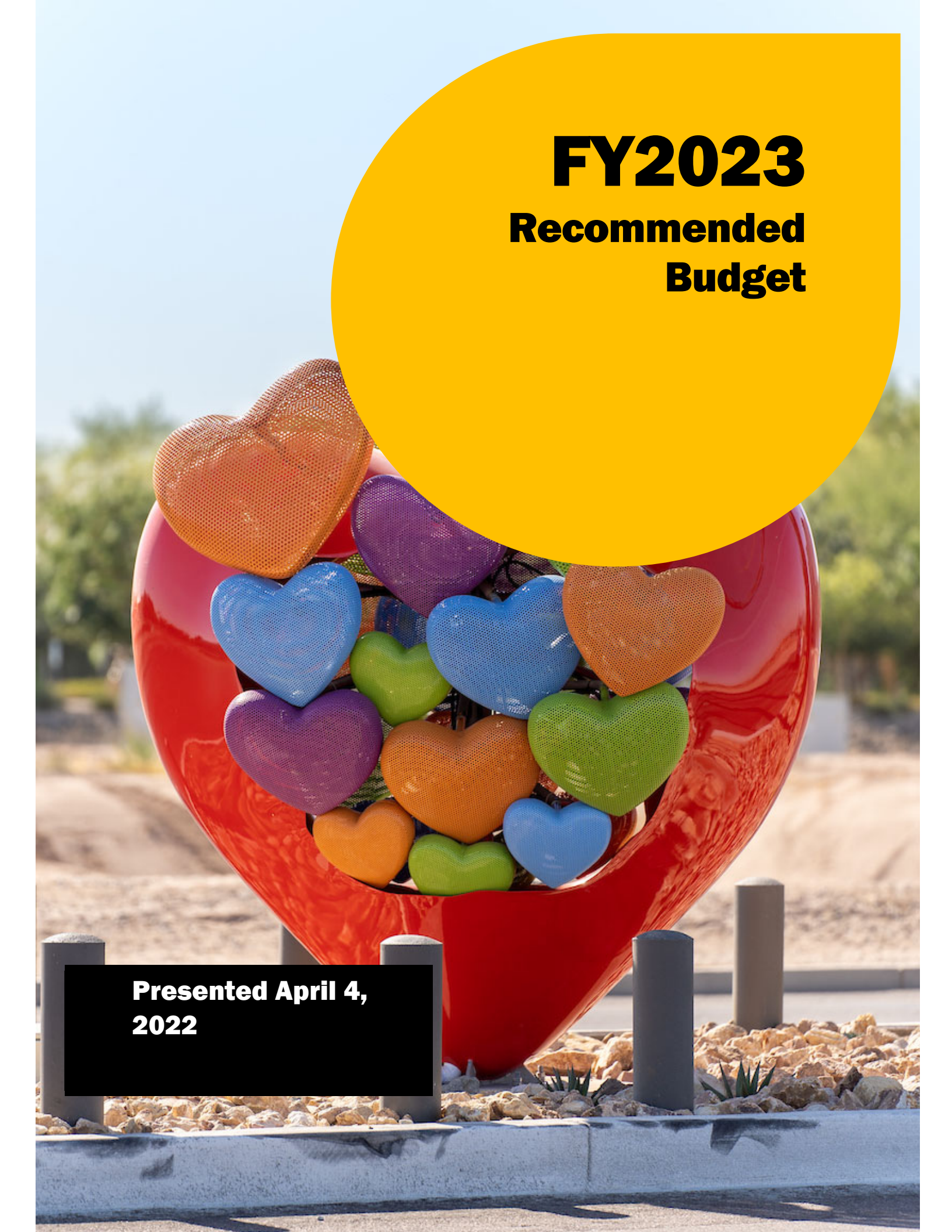
BUDGET IMPACT:

The information presented is intended to encourage discussion, which will lead the development of the FY2023 budget.

RECOMMENDATION:

This item is for information and discussion only.

Contact person for document distribution:



FY2023

Recommended Budget

**Presented April 4,
2022**

FY2023

Recommended Budget

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Projection of Financial Condition

Fund	June 30, 2022	FY2023	FY2023	FY2023		Transfer In	Transfer Out	Net Interfund		Contingency	Stabilization	Ending Fund
	Estimated Fund			Recommended	Supplementals			Loans				
	Balance	Revenues	Expenses									Balance
General Fund												
General Fund	95,909,630	103,577,200	79,931,600	6,067,300		972,000	71,395,800	(561,000)		18,923,000	27,340,000	2,307,430
Economic Opportunities Fund	200,000	-	200,000	2,000,000		2,000,000	-	-		-		-
General Fund Capital	224,000	7,650,000	67,987,000	712,800		60,826,000	-	-		-		200
General Fund Asset Replacement	47,000	-	3,547,000	-		3,500,000	-	-		-		-
Volunteer Fire Pension	216,033	1,000	5,000	-		-	-	-		-		212,033
Total General Fund	96,596,663	111,228,200	151,670,600	8,780,100		67,298,000	71,395,800	(561,000)		18,923,000	27,340,000	2,519,663
Special Revenue												
Employee Assistance Fund	84,084	-	-	-		-	-	-		-		84,084
Library Projects	44,097	-	-	-		-	-	-		-		44,097
Dedicated Sales Tax	18,944,758	12,003,000	27,065,000	-		-	3,253,000	-		-		629,758
Public Safety Sales Tax	12,289,978	12,016,000	19,488,100	1,748,600		-	-	-		495,000		3,069,278
Donations	20,185	-	-	-		-	-	-		-		20,185
Environmental Programs Fund	1,148,818	300,000	255,800	171,900		-	-	-		-		1,021,118
Public Arts Fund	484,638	-	583,900	-		100,000	-	-		-		738
Tow Impound Fund	(0)	50,000	50,000	-		-	-	-		-		(0)
Court Enhancement	-	21,000	21,000	-		-	-	-		-		-
Cemetery Maintenance Fund	233,152	-	30,000	-		-	-	-		-		203,152
Highway User Revenue Fund	8,146,097	6,771,000	13,599,700	585,200		-	-	-		-		732,197
State RICO	1,715	-	-	-		-	-	-		-		1,715
Transit Fund	856,528	228,800	2,132,100	800,000		1,847,000	-	-		-		228
Court Payments	530,463	-	-	-		-	-	-		-		530,463
Judicial Collection Enhancement	3,500	21,000	17,500	-		-	-	-		50,000		7,000
Fill the Gap	-	10,200	10,200	-		-	-	-		-		-
Wildland Fire Deployment Fund	34,170	250,000	250,000	-		-	-	-		-		34,170
Tourism Fund	1	60,000	60,000	-		-	-	-		-		1
County RICO	80,348	30,000	70,000	-		-	-	-		-		40,348
Senior Nutrition	148,703	417,300	415,600	-		-	-	-		-		150,403
Community Action Program	93,544	654,300	679,300	-		-	-	-		-		68,544
Home Grant	175,800	1,593,900	1,593,900	-		-	-	-		-		175,800
Federal RICO	2,511	-	-	-		-	-	-		-		2,511
Community Development Block Grant	446	3,018,800	3,018,800	-		-	-	-		-		446
American Rescue Plan Act	5,311,564	8,943,600	10,210,400	-		-	-	-		-		4,044,764
Other Grants	1,749,813	19,659,900	20,739,000	-		-	-	-		-		670,713
Regional Family Advocacy	151,037	1,420,200	1,728,400	-		301,800	-	-		-		144,637
Total Special Revenue	50,535,950	67,469,000	102,018,700	3,305,700		2,248,800	3,253,000	-		545,000	-	11,676,350
Capital Funds												
Streets Development Impact Fee Fund	3,874,505	3,837,000	5,664,000	-		-	-	-		-		2,047,505
Police Development Impact Fee Fund	2,259,854	1,061,000	19,000	-		-	-	-		-		3,301,854
Fire Development Impact Fee Fund	2,178,204	-	967,000	-		-	-	-		-		2,251,204
Parks Development Impact Fee Fund	-	1,822,000	2,383,000	-		-	-	561,000		-		-
General Obligation Bond Construction 2021	8,505,277	-	8,505,000	-		-	-	-		-		277
PRO Bond Construction 2019	2,792,289	-	2,793,000	-		-	-	-		-		(711)
PRO Bond Construction 2022	14,000,000	-	14,000,000	-		-	-	-		-		-
Street Construction	1,476,714	-	-	-		-	-	-		-		1,476,714
Police Construction	1,664,695	-	-	-		-	-	-		-		1,664,695
Library Construction	742	-	-	-		-	-	-		-		742
Landscaping Landfill Remediation	1,312,739	70,000	-	-		-	-	-		-		1,382,739

Projection of Financial Condition

Fund	June 30, 2022 Estimated Fund Balance	FY2023 Revenues	FY2023 Expenses	FY2023 Recommended Supplementals	Transfer In	Transfer Out	Net Interfund Loans	Contingency	Stabilization	Ending Fund Balance
Transit Capital	75,801	-	-	-	-	-	-	-	-	75,801
Vehicle Replacement	10,976,794	240,000	4,772,000	-	1,328,000	-	-	-	-	7,772,794
Equipment Replacement Fund	704,553	-	704,000	-	-	-	-	-	-	553
Total Capital Funds	49,822,167	8,070,000	39,807,000	-	1,328,000	-	561,000	-	-	19,974,167
Debt Service										
General Obligation Bonds	-	3,823,000	3,822,000	-	-	-	-	-	-	1,000
General Obligation Bonds 2021	-	1,102,000	1,059,000	-	-	-	-	-	-	43,000
PRO Debt Service	-	-	2,645,000	-	2,645,000	-	-	-	-	-
2019 PRO Debt Service	1,325,374	-	846,000	-	999,000	-	-	-	-	1,478,374
2021 PRO Debt Service	-	-	1,493,000	-	1,493,000	-	-	-	-	-
Dysart Road M.D.C.	709,028	-	1,000	-	-	-	-	-	-	708,028
Debt Service Consolidated	106,187	-	-	-	-	-	-	-	-	106,187
Total Debt Service	2,140,589	4,925,000	9,866,000	-	5,137,000	-	-	-	-	2,336,589
Enterprise										
Water Operations	49,614,594	18,373,000	14,030,100	246,500	-	33,616,000	(735,000)	1,000,000	6,973,600	19,359,994
Water Construction	5,550,078	-	38,398,000	-	32,998,000	-	-	-	-	150,078
Water Equipment Replacement	1,017,576	16,000	992,000	-	38,000	-	-	-	-	79,576
Water Development Impact Fees	7,782,338	3,864,000	11,990,000	-	-	391,000	735,000	-	-	338
Sewer Operations	28,283,287	10,970,000	8,212,100	477,700	-	14,260,000	-	1,000,000	3,239,850	16,303,487
Sewer Construction	2,172,177	-	13,660,000	-	11,488,000	-	-	-	-	177
Sewer Equipment Replacement	29,050	-	1,817,000	-	1,788,000	-	-	-	-	50
Sewer Development Impact Fees	11,617,870	5,399,000	32,000	-	-	-	-	-	-	16,984,870
Sewer PRO Debt Service	-	-	592,000	-	592,000	-	-	-	-	-
Solid Waste	6,337,821	6,066,000	6,988,800	538,400	-	1,053,000	-	500,000	2,122,900	3,823,621
Solid Waste Construction	555,435	-	913,000	-	358,000	-	-	-	-	435
Solid Waste Eqt. Replacement	4,554,618	70,000	2,084,000	-	695,000	-	-	-	-	3,235,618
Total Enterprise	117,514,846	44,758,000	99,709,000	1,262,600	47,957,000	49,320,000	-	2,500,000	12,336,350	59,938,246
Internal Service										
Risk Management Fund	5,081,740	3,015,500	3,383,000	-	-	-	-	-	-	4,714,240
Fleet Services Fund	239,084	3,889,600	3,177,900	950,000	-	-	-	-	-	784
Worker's Compensation Fund	2,347,700	624,500	1,656,600	-	-	-	-	-	-	1,315,600
Total Internal Service	7,668,524	7,529,600	8,217,500	950,000	-	-	-	-	-	6,030,624
Trust and Agency										
Employee Benefit Trust	2,815,542	9,797,000	9,994,000	140,000	-	-	-	-	-	2,478,542
125 Plan	77,286	-	-	-	-	-	-	-	-	77,286
Total Trust and Agency	2,892,828	9,797,000	9,994,000	140,000	-	-	-	-	-	2,555,828
Total All Funds	327,171,567	253,776,800	421,282,800	14,438,400	123,968,800	123,968,800	-	21,968,000	39,676,350	105,031,467

General Fund

	FY2021 Actuals	FY2022 Projection	FY2023 Forecast	FY2024 Forecast	FY2025 Forecast	FY2026 Forecast	FY2027 Forecast
Beginning Fund Balance	\$ 59,341,192	\$ 83,989,847	\$ 95,909,630	\$ 42,503,130	\$ 40,922,650	\$ 40,095,624	\$ 36,617,626
Stabalization	\$ 23,098,061	\$ 27,198,990	\$ 23,891,525	\$ 30,622,165	\$ 32,769,799	\$ 33,800,017	\$ 35,015,063
Available Balance	\$ 36,243,131	\$ 56,790,857	\$ 72,018,105	\$ 11,880,965	\$ 8,152,851	\$ 6,295,607	\$ 1,602,563
On-Going							
On-going Revenues	76,948,392	81,721,750	90,100,200	95,106,229	97,380,389	102,536,479	107,986,356
Base Local Sales Tax	38,775,000	41,489,000	44,393,000	47,501,000	50,826,000	54,384,000	58,191,000
State Shared	27,170,973	27,264,000	31,783,000	33,000,676	31,596,371	32,830,002	34,097,078
Property Tax	3,107,928	3,290,000	3,514,000	3,636,990	3,764,285	3,896,035	4,032,396
Base Development Related Revenues	2,832,000	2,832,000	2,832,000	2,832,000	2,832,000	2,832,000	2,832,000
Charges for Service / Fines / Other	3,925,484	4,952,750	6,606,200	7,124,683	7,320,527	7,522,000	7,729,267
Transfers In	1,137,007	947,000	972,000	1,010,880	1,041,206	1,072,443	1,104,616
On-Going Expenses	58,597,636	65,643,900	88,616,300	93,627,996	96,571,478	100,043,038	103,711,912
Personnel	45,117,987	54,772,125	64,841,300	70,295,152	71,507,160	74,268,296	77,203,030
Services	13,134,559	15,454,500	24,353,900	24,286,072	26,095,042	26,886,497	27,702,278
Supplies	2,009,270	1,604,925	2,559,500	2,655,588	2,730,537	2,807,734	2,887,247
Capital	2,865,580	517,350	515,300	535,912	551,989	568,549	585,606
Transfer to Debt		1,500,000	1,493,000	1,495,000	1,494,000	1,491,000	1,491,000
Indirects and Other	(4,529,761)	(4,920,300)	(5,256,300)	(5,639,728)	(5,807,250)	(5,979,037)	(6,157,248)
On-Going Balance	18,350,757	16,077,850	1,483,900	1,478,233	808,911	2,493,441	4,274,444
One-Time							
One Time Revenues	13,911,898	13,872,000	14,449,000	11,306,039	8,423,379	5,245,415	4,402,018
Sales Tax above Baseline	6,736,384	8,316,000	6,348,000	5,624,827	3,617,348	1,420,431	1,519,741
Development Related Revenues above Baseline	4,297,339	4,847,000	7,330,000	4,893,852	4,005,910	3,011,719	2,055,474
Lease and Land Sales	2,878,174	709,000	771,000	787,360	800,121	813,264	826,802
One Time Expenses	6,279,000	17,681,695	68,778,400	15,772,752	10,896,315	11,216,854	8,291,490
One Time Expenses / ARPA Offset		2,617,600	(1,124,400)				
General Gov Capital		8,774,286	60,826,000	1,825,000	1,050,000	775,000	500,000
Economic Opportunities	3,625,000	1,697,206	2,000,000	2,080,000	2,142,000	2,207,000	2,273,000
Asset Replacement	1,100,000	1,342,000	4,100,000	3,112,000	3,439,000	4,376,000	1,660,000
Transfer to Other Funds	1,554,000	3,250,603	2,976,800	8,755,752	4,265,315	3,858,854	3,858,490
Other Resources Available for One Time	53,258,888	72,520,335	72,941,005	14,767,197	9,798,762	8,789,048	5,877,007
One-Time Balance	60,891,786	68,710,640	18,611,605	10,300,485	7,325,826	2,817,609	1,987,535
<i>Net Interfund Loans</i>	<i>(1,335,000)</i>	<i>(348,372)</i>	<i>(561,000)</i>	<i>1,408,000</i>	<i>837,000</i>	<i>-</i>	<i>-</i>
Ending Fund Balance	83,989,847	95,909,630	42,503,130	40,922,650	40,095,624	36,617,626	37,002,599
35% Stabilization	23,098,061	27,198,990	23,891,525	30,622,165	32,769,799	33,800,017	35,015,063
Amount above / (below)	\$ 60,891,786	\$ 68,710,640	\$ 18,611,605	\$ 10,300,485	\$ 7,325,826	\$ 2,817,609	\$ 1,987,535



Recommended Supplemental Requests

Office of Public Safety

Request Name	FTE	Ongoing	One-Time	Total
Administrative Support	1.0	\$85,400	\$2,700	\$88,100
Hearing Officer/ Emergency Demolition for Code Compliance		\$10,000	\$60,000	\$70,000
Accountability Inspection Officer	1.0	\$143,400	\$62,900	\$206,300
Code Compliance Officer	1.0	\$100,700	\$50,000	\$150,700
Training and Overtime		\$22,000		\$22,000
Printing Services for Code Compliance		\$6,000	\$21,500	\$27,500
Total	3.0	\$367,500	\$197,100	\$564,600

Office of Public Safety

Supplemental Requests

Title: Administrative Support

Priority: 1	FTEs	1	Reason: Maintaining Service
Ongoing:	\$85,400	One-Time:	\$2,700
		Total:	\$88,100

Council Goal: Support Public Health and Safety

Description:

This administrative support position will provide support for the newly created Public Safety Department to senior management, including Emergency Management, Community Outreach Programs, Security Officer Unit, and Code Compliance. This position will serve as the subject matter expert for the administrative review and citizen complaint database for police, security, code compliance, and Fire and Medical Departments reporting system. This person will provide support to the public safety department and be responsible for creating documents, procurement, and following the retention schedule determined by Arizona State Library Archives. In addition, the position will serve as a liaison between Fire and Police in coordinating joint projects and/or meetings as needed.

Justification:

Currently, there are over 360 employees between Police, Fire, Emergency Management, Security Officer Unit, and Code Compliance, which are all part of the newly created Public Safety department. An administrative support position is needed to ensure the department's success by providing critical support and assisting in research and/or projects as assigned by senior management and other staff.

Title: Hearing Officer / Emergency Demolition for Code Compliance

Priority: 2 **FTEs** 0 **Reason:** Enhanced Level of Service

Ongoing: \$10,000 **One-Time:** \$60,000 **Total:** \$70,000

Council Goal: Support Public Health and Safety

Description:

Emergency Demolition - Funding for demolition of unsafe structures which have been condemned.

Hearing Officer - Contractual services for a Hearing Officer related to appeals process for property maintenance and zoning violations.

Justification:

Emergency Demolition - One-time funding for emergency demolitions related to condemned, unsafe structures determined by Fire and Building staff.

Hearing Officer - Proposed updates to City Code Chapter 14 - Property Maintenance, which would mandate a fair and impartial hearing for code related violations. This contracted service provides a resolution option versus court.

Title: Accountability Inspection Officer

Priority: 3 **FTEs** 1 **Reason:** Maintaining Service
Ongoing: \$143,400 **One-Time:** \$62,900 **Total:** \$206,300

Council Goal: Support Public Health and Safety

Description:

The Accountability Inspection Officer is assigned to the Office of Public Safety conducts proactive inspections of the policies and standards of the Police Department and Fire and Medical Department. The concept is to find areas of the department that are working well and areas that need improvement and fix any issues with training or policy updates before critical incidents occur. The position is currently assisting with the Police Department's process of being accredited with the Arizona Law Enforcement Accreditation Program (ALEAP). Avondale Fire & Medical is estimated to start the self-assessment phase of accreditation in the fall of 2022. Accreditation is a self-initiated evaluation process by which police and fire departments strive to meet and maintain standards that have been established for the profession. These carefully selected standards reflect critical areas of police management, operations, and technical support activities. They cover policy development, emergency response planning, training, communications, property and evidence handling, use of force, vehicular pursuit, prisoner transportation, and holding facilities.

Justification:

The Accountability Inspection Officer position was created to explore the effectiveness of conducting internal audits in compliance with internal policies within the Police Department. The position was created using a vacant police officer position from the Community Action Team. In the last year, the Accountability Inspection Officer has completed over 46 inspections in such areas as driving, report writing, body camera recordings, and community interaction. This position will expand the same concepts to the Fire and Medical Department while keeping current with the accreditation processes. Accreditation is important because it demonstrates to citizens our commitment to safety and professionalism across the board. Strict standards are in place for areas such as policy development, emergency response planning, training, communications, property and evidence handling, use of force, vehicular pursuit, prisoner transportation, and holding facilities. This position provides a process to the different departments of the Office of Public Safety as a proactive audit mechanism and improves liability protection for the City by detecting policies and department procedures that need to be modified or adopted.

Title: Code Compliance Officer

Priority: 4	FTEs	1	Reason: Enhanced Level of Service
Ongoing: \$100,700	One-Time: \$50,000	Total:	\$150,700

Council Goal: Support Public Health and Safety

Description:

This request is for one (1) new Code Compliance Officer, FTE nonexempt (Grade 10). This position will primarily focus on addressing compliance concerns to the property maintenance and zoning ordinance. This position will address commercial and residential properties, nuisance violations (weeds, trash, debris, shopping carts, bandit signs, graffiti), and prepare cases for civil or criminal prosecution when owners are non-compliant. The position will educate the community about code and zoning regulations and to achieve voluntary abatement.

Justification:

The 2020 Census population for the City of Avondale is 87,917. The City has over 22,575 single family residential properties and over 19 commercial properties, many of which are under construction. The Division is responsible for the oversight of all existing structures, of which 68% of the residential units are more than 20 years old. This position will assist with the preservation and maintenance of the City's housing stock which is essential to strong healthy neighborhoods. This position will also support the increased workload in inspections. In the first quarter of FY22, there were 14,687 inspections and 958 Notices of Violation (NOV). At the current rate, this will mark a 300% increase in inspections (58,748) and an 82% increase in NOVs (3,832) by the end of FY22. This position will fully support the increased service delivery demands while maintaining proper and timely inspections..

Title: Training and Overtime

Priority: 5 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$22,000 **One-Time:** \$0 **Total:** \$22,000

Council Goal: Support Public Health and Safety

Description:

Based on several senior management positions assigned to the Public Safety Department, there is a need to increase the training funds as most leadership and/or specialized training for police and fire executives is located out of the valley and state. In addition, administrative and internal affairs staff are required to attend training on the software used for internal affairs investigations, ensure we are getting the most use from the system, and learn new techniques to compile reports for management and public records requests.

Justification:

Since creating the Office of Public Safety, additional work areas have added to the department. The Threat Liaison Officer, Code Enforcement, and the Security Officer Units add 14 staff members to the department. The additional funds are imperative for the success and development of the staff and different units in the department. Sworn personnel have mandated training hours required to keep certain certifications, and there are several leadership development trainings for senior management.

Title: Printing Services for Code Compliance

Priority: 7 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$6,000 **One-Time:** \$21,500 **Total:** \$27,500

Council Goal: Support Public Health and Safety

Description:

Printers - Mobile printers for Code Officers to print Notices of Violation (NOVs) in the field.

Printing - Reprint of materials to educate the public regarding property maintenance and zoning regulations (due to Chapter 14 updates).

Justification:

Printers - Mobile printers to print Notices of Violation (NOVs) in the field for same day issuance. This will improve notification efficiency and reduce compliance timeline.

Printing - Updates related to City Code Chapter 14 (Property Maintenance) requires reprinting of numerous educational materials. This will require additional funding for printing charges.

Police Department

Request Name	FTE	Ongoing	One-Time	Total
Patrol Squad Sergeant and 5 Officers	6.0	\$901,200	\$444,400	\$1,345,600
Park Rangers	2.0	\$193,600	\$100,900	\$294,500
Community Service Officers	2.0	\$199,800	\$115,900	\$315,700
Dispatcher	1.0	\$94,600	\$1,500	\$96,100
Identification Supervisor	1.0	\$116,000	\$12,700	\$128,700
Senior Management Assistant	1.0	\$135,000	\$17,700	\$152,700
Mobile Crash Reporting Software		\$20,000	\$70,000	\$90,000
Total	13.0	\$1,660,200	\$763,100	\$2,423,300

Police

Supplemental Requests

Title: Patrol Squad Sergeant and 5 Officers

Priority: 1	FTEs	6	Reason: Maintaining Service
Ongoing:	\$901,200	One-Time: \$444,400	Total: \$1,345,600

Council Goal: Support Public Health and Safety

Description:

The southern area of the city is expected to see a significant amount of new housing. It is estimated an additional 750 single and multi-family units will be added this year and almost 1,500 units the next year. This patrol squad would be used to add additional resources to our patrol division. As housing increases, the calls for service will also increase.

Justification:

The department is preparing to create an additional beat to the city located south of Lower Buckeye Road to specifically handle the anticipated extra calls for service. It currently takes close to a year to fully train a new officer which adds to the challenges of keeping up with the projected growth.

Title: Park Rangers (2)

Priority: 2 **FTEs** 2 **Reason:** Maintaining Service

Ongoing: \$193,600 **One-Time:** \$100,900 **Total:** \$294,500

Council Goal: Support Public Health and Safety

Description:

The Avondale Police Department's Park Ranger Unit provides park patrols for safety and security at all our city parks. We currently have four (4) Park Ranger positions that patrol our two (2) major city parks in Festival Fields and Friendship Park. Both parks provide patrons with multiple fields for sporting events, splashpads, play areas, courts for pickleball/basketball and two (2) ponds. The Park Rangers also patrol several of our smaller city parks, provide back up for our Animal Control Unit and assist AVPD patrols officers with traffic control.

Justification:

In 2021 there were a total of 829 calls for services from the 10 city parks. As the City of Avondale prepares to open the new park in the Alamar Community, we will need additional Park Rangers to provide a secure and safe environment. Adding Park Rangers will help with the increase in call volume and provide additional coverage on different days of the week and at different times of the day.

Title: Community Service Officers

Priority: 3 **FTEs** 2 **Reason:** Enhanced Level of Service

Ongoing: \$199,800 **One-Time:** \$115,900 **Total:** \$315,700

Council Goal: Support Public Health and Safety

Description:

This request seeks to expand the current Community Service Officer (CSO) program within the operations division which has proven to be very effective in providing technical and administrative support to our patrol squads by providing a non-police presence for low-risk, non-violent calls for service where a uniformed sworn officer is not needed. One CSO will be assigned to another patrol squad, and the other will be assigned to our traffic unit to be used for proactive parking enforcement and administrative support such as managing and calibrating miscellaneous equipment to support the motor officers.

Justification:

From July 1st 2021 to February 27th 2022, the three Avondale Community Service Officers responded to 1,475 calls for service. The two additional CSOs would give the police department additional resources to assist with neighborhood concerns, community events, crime prevention efforts, and homeless outreach activities. They will increase the police department's capacity to answer lower priority calls for service, and writing reports for calls on which police officer presence is not required such as minor vehicle collisions, parking violations and petty crimes.

Title: Dispatcher

Priority: 4 **FTEs** 1 **Reason:** Maintaining Service

Ongoing: \$94,600 **One-Time:** \$1,500 **Total:** \$96,100

Council Goal: Support Public Health and Safety

Description:

The City of Avondale continues to grow at a very rapid rate and there are no signs of it slowing down. The growth has included development within Avondale, the new responsibility of Litchfield Park, and the city looking to annex communities that will increase our population quickly. As we continue to add population and police officers, we must also add the necessary support staff, specifically communications personnel. It is incredibly difficult to find employees but even once we hire a candidate, it takes about six months before they are fully trained so the process of filling a vacancy takes a significant amount of time. Therefore, we must get ahead by bolstering staffing needs so that we can offer our residents the service they deserve.

Justification:

Avondale Police Communications processed 142,263 calls in 2019, 139,257 in 2020, and in calendar year 2021, it has already processed 158,466 calls for service. If you take the 2021 average amount of calls per month (12,117), and combine that with the current total of 133,287, that puts us on track for 145,404 total calls processed. That means at the conclusion of calendar year 2021, we will have processed 6,147 more calls than the previous year. As it stands YTD, we are averaging 160 calls per month that, unfortunately, have to remain on hold for longer than 5 minutes. Long hold times unfortunately set the tone for the residents' interaction with our department.

Additionally, as the population grows, we also increase the amount of resources that communications is responsible for monitoring. Dispatchers must not only process incoming, outgoing and abandoned calls, but that is only once facet of their job. They are also responsible for running an info channel which includes running names, plates, serial numbers, etc. and making appropriate entries into National Crime Information Center (NCIC). Making entries into NCIC demands attention to detail when you are entering stolen vehicles, guns but also entering missing people and warrants. Dispatchers are also responsible for running a radio channel that keeps track of officers, ancillary personnel, calls for service and more.

Title: Identification Supervisor

Priority: 5 **FTEs** 1 **Reason:** Maintaining Service

Ongoing: \$116,000 **One-Time:** \$12,700 **Total:** \$128,700

Council Goal: Support Public Health and Safety

Description:

The identification unit supervisor would be a working supervisor responsible for the management and work performance of our current identification technicians and the unit. They would be responsible for training staff for technical and specialized duties and assigning the technicians on shifts that meet the demands of changing workload and priorities. The position would review and approve all latent fingerprint identifications and verify the accuracy of documents being prepared by the technicians. This position would prepare written policies and operational manuals as directed. This position would also assist the Lieutenant in the administrative duties for the drone and body worn camera program.

Justification:

In 2021 the two Identification Technicians processed 346 Cd/dvds, 682 videos/audio redaction, and entered 252 casings into the National Integrated Ballistic Information Network (NIBIN) - ATF. Since 2017, the Avondale Police Department has added 148 Body Worn Cameras to its inventory. With only (2) identification technicians the goal with the addition of a Supervisor in the unit is to spread out the workload and to ensure we have adequate coverage, so the technicians are more available to respond and help with processing scenes.

Title: Senior Management Assistant

Priority: 6 **FTEs** 1 **Reason:** Maintaining Service

Ongoing: \$135,000 **One-Time:** \$17,700 **Total:** \$152,700

Council Goal: Support Public Health and Safety

Description:

In the last 17 years, there have been significant changes to the amount of personnel in the police department. During this time, 68 officers have been added to the department and number of professional staff has also increased. Currently the police department has 3 administrative assistant positions assigned to the following areas: professional standards, chiefs' office, and investigations. With 235 budgeted employees and growing, it is time to add a higher-level administrative position to provide valuable resources and assistance to various areas of the police department.

Justification:

There is a need for a senior management assistant to assist with budget management and oversight, as well as conduct research and analysis for programs in the police department and supervise other professional staff. This position will also manage the asset and inventory for the police department, review p-card charges to ensure accurate account numbers are used, keep the uniform reimbursement lists, complete billing and invoicing for the department, and manage grants. The position will also serve as a backup for entering requisitions as well as back up for account payable.

Title: Mobile Crash Reporting Software

Priority: 7 **FTEs** 0 **Reason:** Enhanced Level of Service**Ongoing:** \$20,000 **One-Time:** \$70,000 **Total:** \$90,000**Council Goal:** Support Public Health and Safety**Description:**

The Avondale Police Department is seeking to purchase a mobile crash reporting software, which will streamline the method of reporting our crash data to the Arizona Department of Transportation. This mobile crash reporting software system is managed by the Arizona Department of Transportation (ADOT), and can be used for electronic traffic citations, to develop traffic crash reports and other electronic reports and forms. This software will assist in reducing the amount of time it takes officers to complete handwritten paperwork, eliminating messy handwriting, misspellings, and incomplete or incorrectly filled in forms. The software allows data to be collected in the field where the incident happened, instead of returning to a police station to complete necessary paperwork, which will increase officers patrol time and availability. The software allows mandated collected data to be transmitted to state and federal agencies electronically in any format necessary, again reducing staffs time to mail or deliver hard-copy paper documents and forms to other entities. This will save records bureau time as they will no longer have to scan and send crash reports to ADOT, as it will automatically uploaded through the crash reporting software.

Justification:

The increase will cover the cost of equipment needed for officers to utilize the mobile crash reporting software system, which will reduce officer and staff time needed for completing traffic accident forms and required documents that must be submitted to the Arizona Department of Transportation as required per state law.

Fire & Medical

Request Name	FTE	Ongoing	One-Time	Total
Data Analytic Software		\$23,000	\$10,000	\$33,000
Training Budget Increase		\$50,000		\$50,000
EMS Supply Budget Increase		\$32,000		\$32,000
Safety Apparel and Equipment Increase		\$20,000		\$20,000
Apparatus Maintenance and Tires Increase		\$21,000		\$21,000
Additional Fire Station for NASCAR Events		\$56,200		\$56,200
Total	0.0	\$202,200	\$10,000	\$212,200

Change Requests Report

Fire and Medical

Supplemental Requests

Title: Data Analytic Software

Priority: 1 **FTEs** 0 **Reason:** Enhanced Level of Service

Ongoing: \$23,000 **One-Time:** \$10,000 **Total:** \$33,000

Council Goal: Innovative Program and Service Delivery

Description:

A real time data analytics program is a new concept that consists of an active data monitoring system that takes the data we have entered into our records management system and displays that data in dynamic dashboards. Currently, there is no built in means to graphically display our data. Data has to be queried, exported into Excel, pivot table created, and then placed into graphs. Avondale Fire & Medical (AFM) currently has no ability to graphically display data without forwarding that data to the City's Geographic Information System (GIS) personnel and then that data being entered into a cloud based mapping and analysis software. With a real time data analytics program, our data is automatically and in real time displayed analytically in maps, graphs, gauges, charts, and tables. The software also has the capability to create "playlists" that are shared on monitors in stations, offices, or websites.

Justification:

Public safety is very data driven in the 21st century. While we have powerful data collection and report writing capabilities, it lacks in easily and seamlessly displaying that data graphically on maps and charts. A real time data analytics program will enable us to view maps of response times within the city, where are greatest call volume is being generated, active calls, where are our at-risk populations, and allow us to drill down into the data to make effective and efficient planning decisions. By using a real time data analytics program, special dashboards can be displayed in fire stations to display pertinent data and tasks. City leadership can actively view on their own dashboard what calls AFM crews are responding to and if performance metrics are being met. Looking into the future, a real time data analytics program can be utilized in helping AFM acquire and maintain Fire Department accreditation.

Title: Training Budget Increase

Priority: 2	FTEs	0	Reason: Maintaining Service
Ongoing: \$50,000	One-Time: \$0	Total:	\$50,000

Council Goal: Support Public Health and Safety**Description:**

Avondale Fire & Medical (AFM) has hired 25 new personnel this year increasing training for the department. Additional costs for Fire School, Fire Instructor 1, Fire Officer 1, and Incident Safety Officer training. Needed materials such as used cars for heavy extrication training and sheets of wood for ventilation training. With this growth, we also need training for Captain move-up courses, Engineer move-up courses, Fire Academy and continued training to maintain readiness for our citizens. All training props used have increased in cost requiring AFM to increase it's training budget.

Justification:

With the continued growth of the department, a priority has been placed on the professional development of our personnel to prepare them for the next position in the organization. It not only involves training our new firefighters, but preparing veteran personnel to fill engineer, company officer, and battalion chief positions. To accomplish our professional development goals, AFM relies on comprehensive in-house training, professional conferences, community college coursework, State Fire School, online training subscriptions, and accredited certifications. Fire & Medical has seen an increase in authorized personnel from 79 in FY2020 to 102 in FY2022. Training budget was not included with the additional FTEs and this increase in staff has strained the current training budget. There have also been increases in material costs associated with providing critical ongoing fire and rescue training. Wood is used to give AFM firefighters practice with roof ventilation techniques and salvaged cars purchased so crews can practice extrication training. The cost of both commodities has risen 50% over the previous year. Fire & Medical leadership believes that the requested increase to the professional development budget will greatly help in keeping up with the current growth and preparing our personnel for future growth. For FY2020, AFM requested an increase to the training budget to address the ongoing costs of training new hires filling vacancies due to attrition. This FY2023 request addresses the increased, ongoing costs AFM will incur due to the department growing by 25% and the inflationary costs of training materials.

Title: EMS Supply Budget Increase

Priority: 3 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$32,000 **One-Time:** \$0 **Total:** \$32,000

Council Goal: Support Public Health and Safety

Description:

Avondale Fire & Medical's (AFM) Emergency Management Services (EMS) supply budget goes to purchasing primarily non-reusable EMS supplies used during the course of patient care. This includes nitrile gloves, N95 masks, IV equipment, artificial airways, oxygen delivery, adjunct equipment for heart monitors and chest compression devices, pharmaceuticals, among many other items.

Justification:

The amount of funding allocated for EMS supplies has not increased since FY19. Since then, we have had a worldwide pandemic, our call volume has increased by approximately 10%, we have added a fifth station, a Low Acuity unit (to be placed into service spring of 2022), and the cost of EMS supplies has dramatically increased. AFM expenditures on non-reusable EMS supplies has increased more than 50% for the first quarter of FY22 compared to the first quarter of FY21. To maintain pace with the increased cost of supplies, the growth within the department (an increased use of Personal Protective Equipment (PPE), and the call volume, we are requesting the funding for EMS supplies be increased by 50%.

Title: Safety Apparel and Equipment Increase

Priority: 4 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$20,000 **One-Time:** \$0 **Total:** \$20,000

Council Goal: Support Public Health and Safety

Description:

AFM's Safety Apparel and Equipment budget is generally geared towards the purchase of new protective equipment as well as replacement of protective structural gear for current employees and new hires for current positions (retirees). Safety apparel and equipment includes structural protective gear, outer wear and ancillary items such as structural gloves, suspenders, carbon particulate hoods. Repairs include all Personal Protective Equipment (PPE) repairs, parts and replacement of damaged and unsalvageable gear. This also includes the cost for verified ISP inspections following repairs or exposed garments required by National Fire Academy (NFA) guidelines.

Justification:

Although small adjustments have been made to the Safety Apparel and Equipment budget in the past, we have not been able to maintain with the growth that the fire department has experienced. With the additional staff added to operate fire station 175 and a new Low Acuity Unit, we have seen more requests for repairs and replacement with anticipation of that still increasing with new hires and more equipment in the field.

Along with an overall increase in safety apparel and equipment in the field we have also seen and added monetary increase to most of all the items described. In dealing with the most current cancer and carbon particulate standards, structural gear alone has increased by over 25%.

In order to maintain with the increase in needs and associated costs affecting the safety apparel and equipment budget, we are requesting an increase to the on-going budget by 40% adding an additional \$20,000 to the line item.

Title: Apparatus Maintenance and Tires Budget Increase

Priority: 5 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$21,000 **One-Time:** \$0 **Total:** \$21,000

Council Goal: Support Public Health and Safety

Description:

Avondale Fire & Medical (AFM) Department is looking to increase the fire apparatus maintenance and tire budgets to account for the addition of new apparatus, continue to address an aging fleet, and cover additional cost in parts and services. AFM is also submitting a request to add a ladder truck and fire engine in FY2024. If approved, will be necessary to increase the maintenance and tire budgets to address the new on-going costs.

Justification:

Avondale Fire & Medical Department continues to see an increase in apparatus maintenance and tire wear as the fleet ages and continues to grow. It is imperative that we maintain units accordingly and have units ready for response. AFM is requesting two additional fire apparatus and if funded, it will be necessary to increase these line items to address the new costs associated with additional units.

Title: Additional Fire Station for NASCAR Events

Priority: 6 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$56,200 **One-Time:** \$0 **Total:** \$56,200

Council Goal: Support Public Health and Safety

Description:

Requesting an additional temporary fire station for two major NASCAR events at Phoenix Raceway.

Justification:

Event preparedness for the Phoenix Raceway Stadium and surrounding camping area presents unique, complex and significant threat potential. As with any Emergency Preparedness plan, the ability to adequately prepare requires pessimistic consideration of credible and likely threats, followed by focused attention to prevention, response, mitigation and recovery efforts. The volume and spacing of RVs within the campground combined with zero screening upon entry and frequent high wind, creates a legitimate and critical threat for rapid spread of a fire within the camping area. With the current resource numbers, staffing and location, it is inadequate to minimize this threat and vulnerability. These issues coupled with an increase in attendance and expansion continues to grow, the need for an additional fire station is necessary for faster response times during race week. Phoenix Raceway continues to increase the RV rental spaces and has added an additional 500 new spaces to the existing layout. Phoenix Raceway communicated a build out plan moving north for additional RV spaces that could add anywhere from 3,000 to 5,000 new spaces. Also, although we have regional automatic aid response when necessary, units responding from exterior locations will have over a 10 minute response for the closest unit and increase for others. That added response times adds to the spread and exposure threat in the event of an incident. As a result, Fire and Medical will need a crew, engine, water tender, 2 RV trailers, and a generator that costs \$28,100 per race twice a year.

City Court

Request Name	FTE	Ongoing	One-Time	Total
Re-classify Court Supervisor Position		\$20,000		\$20,000
Re-classify Senior Court Clerk		\$25,000		\$25,000
Court Clerk Specialist	1.0	\$95,600		\$95,600
Live Streaming Enhancements		\$1,000	\$3,000	\$4,000
Total	1.0	\$141,600	\$3,000	\$144,600

City Court

Supplemental Requests

Title: Re-classify Court Supervisor Position

Priority: 1 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$20,000 **One-Time:** \$0 **Total:** \$20,000

Council Goal: Innovative Program and Service Delivery

Description:

This position request is to reclassify the Court Supervisor position to a Deputy Court Administrator position. This class is distinguished from the Court Administrator class by having responsibility for only a section of the City Court rather than the overall activities of the Court. The position will provide assistance to the Court Administrator in assisting with implementing special projects, monthly statistical reporting and managing special projects to increase public engagement. This position exercises direct supervision over one or more levels of Court Clerks - II's, III's, the Court Clerk Specialist and indirect supervision may be provided over the Court Clerk I's who will be reporting to the Court Financial Management Analyst. In the absence of the Court Administrator, the employee of this class acts on matters for which authority has been delegated. The Deputy Court Administrator will be supervised by the Court Administrator through conferences, reports and results achieved.

Justification:

To ensure compliance with the Supreme Court's and City's regulatory requirements imposed are met in a timely manner due to growth, new requirements and expansion of duties. Dedicated staff to assist with the implementation of special projects (Guardians of Justice Avatars, Social Media presence online), and keeping current the operations and services assigned.

Title: Re-classify Senior Court Clerk

Priority: 2 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$25,000 **One-Time:** \$0 **Total:** \$25,000

Council Goal: Innovative Program and Service Delivery

Description:

This position request is to reclassify the Senior Court Clerk to a Court Financial Management Analyst. The position will assume some of the reclassified Court Supervisor responsibilities by supervising the front counter court staff and will provide assistance to the Deputy Court Administrator and Court Administrator, completing monthly financial reporting, preparing monthly financial analysis, and short and long-range revenue and expenditure forecasts to aid in decision making and reporting.

Justification:

To ensure compliance with the Supreme Court and City's regulatory requirements imposed and are met in a timely manner. Higher level professional support is needed to assist management to ensure new procedures are implemented and followed to increase efficiencies and increase customer service levels.

Title: Court Clerk Specialist

Priority: 3 **FTEs** 1 **Reason:** Maintaining Service

Ongoing: \$95,600 **One-Time:** \$0 **Total:** \$95,600

Council Goal: Support Public Health and Safety

Description:

Requesting one full-time Court Clerk Specialist position (1 FTE) to perform duties of the reclassified senior court clerk responsibilities. This position will provide relief and backup for all clerk positions covering duties of clerks who are out sick, vacation and or in the courtroom during court proceedings. Other duties include issuing payment orders, including issuing Order to Show Cause orders and Warrants for delinquency cases as ordered by Judge (reduce backlog, case clean up and case management reporting requirements).

Justification:

The additional resource will ensure support to any and all court clerks and lend support when staff is out on vacation or sick, reduce backlog when a clerk has a greater volume of work and must meet deadlines. Ensure compliance with the Supreme Court's requirements imposed are met in a timely manner due to growth, new requirements and expansion of duties. Increase collection efforts on fines, fees, restitution and additional assessments.

Title: Live Streaming Enhancements

Priority: 4 **FTEs** 0 **Reason:** Enhanced Level of Service

Ongoing: \$1,000 **One-Time:** \$3,000 **Total:** \$4,000

Council Goal: Create a Connected Community

Description:

The Avondale City Court plans to use video conferencing solutions for remote participation and implement solutions to provide better access to court proceedings. This one-time cost is a request for the purchase of a Live streaming feature of courtroom audio/video proceedings. The ongoing request is for the annual managed services fee for both courtrooms. This project will provide expanded public access to the Court by displaying all live audio and video streaming proceedings from the courtrooms to the Court's webpage on the local website.

Justification:

Pursuant to Supreme Court Administrative Order 2020-79 courts are encouraged to utilize technology to increase remote hearing options at the court. With the requirements to social distancing and for the court hearings to be open to the public and for the public to attend these hearings, this project will allow for Web access to courtroom proceedings and increase availability for public access to courtroom proceedings.

Public Works

Request Name	FTE	Ongoing	One-Time	Total
Microtransit Pilot			\$800,000	\$800,000
Engineering Project Manager	1.0	\$155,300	\$3,700	\$159,000
Route Optimization Software			\$150,000	\$150,000
Chemical budget increase for the Water Reclamation Facility		\$400,000		\$400,000
Street Maintenance Positions	2.0	\$173,400	\$2,400	\$175,800
Water Meter Technician	1.0	\$84,300		\$84,300

Public Works

Request Name	FTE	Ongoing	One-Time	Total
Solid Waste Roll Off Services	1.0	\$80,200	\$308,600	\$388,800
Water Distribution Operator	1.0	\$85,300		\$85,300
Park Well Maintenance		\$20,000		\$20,000
Fuel Cost Increases		\$800,000		\$800,000
Fleet Parts Cost Increase		\$150,000		\$150,000
Environmental Coordinator	1.0	\$102,400	\$3,700	\$106,100
Sustainability Programs			\$70,000	\$70,000
Total	7.0	\$2,050,900	\$1,338,400	\$3,389,300

Public Works

Supplemental Requests

Title: Microtransit Pilot

Priority: 1	FTEs	0	Reason: New Program
Ongoing:	\$0	One-Time: \$800,000	Total: \$800,000

Council Goal: Innovative Program and Service Delivery

Description:

Introduce Microtransit to the City of Avondale through a pilot program. The Microtransit pilot program is a part of the overall transit plan that was presented to City Council by Public Works.

Microtransit, as defined by the Federal Transit Administration, is an IT-enabled private multi-passenger transportation services that serves passengers using dynamically generated routes and may expect passengers to make their way to and from common pick-up or drop-off points. Vehicles can range from large SUVs to vans to shuttle buses. Because they provide transit-like services but on a smaller, more flexible scale, these new services have been referred to as microtransit.

Justification:

The Maricopa Associations of Governments hired a consultant to conduct a public transit study for the Avondale and Goodyear area. The study evaluated all public transit services in both cities and provided their current performances and recommendations to changes in services. One of the changes is to implement a Microtransit service in the Northern section of the City of Avondale. This area has the lowest ridership numbers for the Zoom circulator. Additionally, the study suggested rerouting the Zoom circulator to the better performing areas. The goal of implementing a microtransit pilot in northern Avondale is to determine if this is a more viable public transit solution for the City. If the pilot is successful, the goal is to expand the microtransit services to the rest of the City and provide a public transit solution that will benefit the community.

Title: New FTE Engineering Project Manager (Water/Wastewater)

Priority: 2 **FTEs** 1 **Reason:** Maintaining Service

Ongoing: \$155,300 **One-Time:** \$3,700 **Total:** \$159,000

Council Goal: Creative and Sustainable Community Development

Description:

Add one new Engineering Project Manager (Water/Wastewater) full time position, exempt (Grade 17). The position will manage and coordinate water and wastewater engineering related functions in the Public Works Department. The position will manage the development and implementation of the water and wastewater Capital Improvement Program and oversee engineering studies. It will perform project management for capital improvement and operational projects including coordinating and administering contracts for professional services and construction.

Justification:

There is currently only one Engineering Project Manager who is responsible for development and implementation of the water and wastewater Capital Improvement Program. This position will assist with current and future projects, which have substantially increased in recent years and is projected to continue to grow at a very fast pace. The Public Works Capital Improvement Plan has doubled since FY2017 to FY2021 from \$20.9 million to \$41 million. The additional position will provide the currently needed resources and provide for succession planning.

Title: Route Optimization Software

Priority: 3 **FTEs** 0 **Reason:** Enhanced Level of Service

Ongoing: \$0 **One-Time:** \$150,000 **Total:** \$150,000

Council Goal: Innovative Program and Service Delivery

Description:

Request for one-time budget for consulting services and routing software to optimize the Public Works Solid Waste Division operations.

Justification:

Over the last 12 months, the Public Works Solid Waste Division has experienced a steady increase in overtime expenses as staff have been required to work additional hours to complete scheduled routes and zones for services. This increased work-load is due to the residential growth the City has been experiencing causing additional homes to be added to existing routes and zones. The Solid Waste Division has already exceeded its overtime budget for FY2022 by 65%. Utilizing a consultant to evaluate solid waste collection routes and to assist in the identification and purchase of a route optimization software will aid to ensure collection routes are efficient and effective in terms of time on route, fuel consumption, and hours worked. There is a potential for the software to integrate with the current GPS software, and additional details will determine this possibility in the future.

Title: Chemical budget increase for the Water Reclamation Facility

Priority: 4 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$400,000 **One-Time:** \$0 **Total:** \$400,000

Council Goal: Innovative Program and Service Delivery

Description:

Cost of required chemicals at the Water Reclamation Facility has increased due to supply chain issues, inflation and city growth.

Justification:

Chemical prices and consumption have increased substantially over the past year due to supply chain issues and continued growth in the city. Vendors are increasing prices in response to changes in economic conditions. FY2022 total budget for chemicals at the Water Reclamation Facility is \$645,100. This increase represents a 49.5% total budget increase, driven principally by a doubling of the main chemical contract.

Title: Street Maintenance Positions

Priority: 5 **FTEs** 2 **Reason:** Maintaining Service
Ongoing: \$173,400 **One-Time:** \$2,400 **Total:** \$175,800

Council Goal: Innovative Program and Service Delivery

Description:

Create one new Lead Equipment Operator and one Equipment Operator position for the Public Works Street Maintenance Division.

Justification:

The City has grown (27%) since 2018, adding 70 lane miles of roadways (going from 261 to 331), landscaped right of way and debris/trash pickup. The division currently has one supervisor, one lead equipment operator and nine equipment operators. Adding an additional lead equipment operator and an additional equipment operator will allow the division to respond to street repairs and maintenance in a timely manner. By having two lead operators out in the field, they can help manage multiple jobs and projects at the same time and provide adequate coverage for the team and maintain the service the citizens expect. The city has added 70 lane miles since 2018. This is a 27% increase from 261 lane miles in 2018 to the current 331 lane miles.

Title: Water Meter Technician

Priority: 6 **FTEs** 1 **Reason:** Maintaining Service

Ongoing: \$84,300 **One-Time:** \$0 **Total:** \$84,300

Council Goal: Innovative Program and Service Delivery

Description:

One new Water Meter Technician position for the Public Works Water Distribution Division.

Justification:

This position will assist with the continued growth being experienced within the city, which directly increases water meter accounts. It is imperative to ensure that all essential functions and duties of the Meter Reading section are being conducted on time and accurately. This new Water Meter Technician position will perform meter readings, repair, testing and meter investigation related assignments. The position will also perform water turn ons and turn offs and perform small and large meter testing. In 2021, the city had 25,128 water service connections versus 24,203 in 2020, an increase of 925 meters. There are currently only 3 Water Meter Technicians (1 Senior Meter Technicians and 2 Meter Technicians). One technician per 6,000 meters is a typical industry average for staffing.

Title: Solid Waste Roll Off Service

Priority: 7 **FTEs** 1 **Reason:** New Program

Ongoing: \$80,200 **One-Time:** \$308,600 **Total:** \$388,800

Council Goal: Innovative Program and Service Delivery

Description:

Requesting to create one equipment operator and purchase one roll off truck and fourteen (14) roll off containers for the new roll off bin solid waste program.

Justification:

Public Works currently disposes its biosolids from the Water Reclamation Facility with a private hauler with an annual contract cost of about \$200,000. By bringing this service in house, we could roughly realize about \$100,000 in operational savings per fiscal year. Additionally, there is a further need within Public Works for roll off bins where operational efficiency can be gained. All of Public Works spoils can be contained within the bins, reducing the labor required to double handle materials by moving them from the ground to a dump truck for transportation to a landfill.

Estimated operational costs for the next five years are as follows:

FY2023: One-time costs for roll off bins and vehicle, continuing to pay Republic Services for their services and 4th quarter salary costs for equipment operator. This will ensure smooth transition bringing the services in house.

One-time Costs: \$348,000

Operating Costs: \$220,000

FY2024: Salary & Equipment Maintenance Costs: \$90,000

FY2025: Salary & Equipment Maintenance Costs: \$95,000

FY2026: Salary & Equipment Maintenance Costs: \$100,000

FY2027: Salary & Equipment Maintenance Costs: \$105,000

Title: Water Distribution Operator

Priority: 8 **FTEs** 1 **Reason:** Maintaining Service

Ongoing: \$85,300 **One-Time:** \$0 **Total:** \$85,300

Council Goal: Innovative Program and Service Delivery

Description:

Create one new Water Distribution Operator position for the Public Works Water Distribution Division.

Justification:

The Water Distribution Operator is an essential member of the Water Distribution Division team. With the continued growth being experienced within the city, this position will assist the Water Distribution team meet its established goals. This position is expected to work within a self-directed work team to install, maintain, and repair the city's water distribution system. Work involves the repair or replacement of service lines, water meters, water hydrants, valves, water main lines, performs connects and disconnects of water service, and occasionally responds to emergency calls. The Water Distribution Operator is responsible for responding to emergency after-hours and weekend callouts on a rotating basis and investigating and evaluating customer complaints related to water services. There are currently 11 Total FTE (1 Lead Operator, 3 Senior Operators, and 7 Operators). The city has added approximately 35 miles of new water lines and 145 fire hydrants since 2018. In 2021, there were 25,128 water service connections versus 24,203 in 2020, a growth of 925.

Title: Park Well Maintenance

Priority: 9 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$20,000 **One-Time:** \$0 **Total:** \$20,000

Council Goal: Innovative Program and Service Delivery

Description:

Public Works is requesting General Fund Assistance for the Parks and Recreation Well maintenance program.

Justification:

Parks & Recreation has two wells at park facilities (Festival Fields & Friendship Park). The maintenance of these wells were transferred over to Public Works, and we are requesting General Fund funding to pay for the maintenance because the Water Distribution Division that manages all other well sites are funded through the Water Enterprise Fund. This will ensure that the proper funding source is paying for the maintenance program. Maintenance will be conducted both inhouse with existing staff and/or contracted out, depending upon the type of service needed.

Title: Fuel Cost Increases

Priority: 10 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$800,000 **One-Time:** \$0 **Total:** \$800,000

Council Goal: Innovative Program and Service Delivery

Description:

Current inflationary market conditions have made the fuel market unpredictable. Requesting for an increase as we do not have control over pricing for unleaded and diesel fuel.

Justification:

Fuel prices for unleaded and diesel have increased by over \$1 per gallon over the last 5 months roughly 35-40% increase. We must supply fuel for our fleet to perform city operation to include public safety. The FY2022 fuel budget is \$864,000. This request represents an increase of 39.35%. This request will have the following impact on other city funds as follows:

General Fund: \$125,000

PS Sales Tax: \$21,000

HURF: \$58,000

Water: \$29,000

Sewer: \$19,000

Solid Waste: \$79,000

Fleet: \$7,000

Family Advocacy: \$2,000

Title: Fleet Parts Cost Increase

Priority: 11 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$150,000 **One-Time:** \$0 **Total:** \$150,000

Council Goal: Innovative Program and Service Delivery

Description:

Current inflationary market conditions have made fleet parts market unpredictable. Requesting for an increase as we do not have control over pricing for fleet parts as they may contain precious metals or materials that have increased in cost.

Justification:

Fleet Part prices have increased dramatically over the last 12 months. We must supply parts for the fleet to perform city operation to include public safety. FY2022 total parts budget is \$400,000. The \$150,000 increase request represents a 37.5% increase over FY2022. Impacts to the city's different funds are as follows:

General Fund: \$55,000

PS Sales Tax: \$9,000

HURF: \$26,000

Water: \$13,000

Sewer: \$8,000

Solid Waste: \$35,000

Fleet: \$3,000

Family Advocacy: \$1,000

Title: Environmental Coordinator (FTE)

Priority: 12 **FTEs:** 1 **Reason:** Maintaining Service

Ongoing: \$102,400 **One-Time:** \$3,700 **Total:** \$106,100

Council Goal: Protect Natural Resources and Open Spaces

Description:

This request is to add one (1) new FTE Environmental Coordinator, exempt (Grade 11). This position will plan, implement, and document activities in accordance with the City's Municipal Separate Storm Sewer System (MS4) Permit and air quality permits to ensure compliance with City, State and Federal regulations. This position will conduct routine inspections of stormwater controls at municipal facilities; perform sampling and monitoring of stormwater discharges at selected locations; plan, coordinate and evaluate staff training and public outreach campaigns; gather data, prepare reports, and respond to public inquiries; research and support efforts to reduce stormwater pollution and air pollution. This position will coordinate efforts across City Departments, outside agencies, and within the department.

Justification:

Currently, the Sustainability Officer is responsible for implementation, tracking, and reporting for the City's MS4 Permit and Dust Control Permits, and co-administers the Travel Reduction Program. This includes overseeing operation and maintenance of the City's 1,127 catch basins and storm drains and inspecting stormwater controls at the City's 57 municipal facilities (including buildings, parks, wells and lift stations). Recent changes to the MS4 Permit issued by Arizona Department of Environmental Quality (ADEQ) in October 2021, increased the required frequency of municipal facility inspections from annually to quarterly. Each facility inspection requires 1-4 hours to perform, document and log, and additional time is required if issues are discovered that need to be corrected. The new MS4 Permit also requires monthly reporting to ADEQ of any businesses in the City that are suspected of operating without a stormwater permit. The auditing process is time consuming and requires staff to manually cross-check information. This position will support the time commitment to attend monthly Stormwater Outreach for Regional Municipalities and MAG Air Quality Technical Advisory Committee meetings and present at City events and meetings such as KidFest, Tres Rios Nature Festival, Tres Rios Cleanups, and neighborhood meetings. The addition of this position will ensure the City maintains compliance with stormwater and air quality regulations and free up time for the Sustainability Officer to focus on duties that advance the City's strategic plans and sustainability goals including increasing renewable energy, expanding electric vehicle initiatives, growing the Green Business Program, supporting innovative sustainable design, revitalizing Avondale's river corridors, and conserving resources.

Title: Sustainability Programs

Priority: 13 **FTEs** 0 **Reason:** Enhanced Level of Service

Ongoing: \$0 **One-Time:** \$70,000 **Total:** \$70,000

Council Goal: Creative and Sustainable Community Development

Description:

Stormwater Analysis - Mandatory one-time sampling and lab analysis of stormwater discharges, as required under the new stormwater permit issued by Arizona Department of Environmental Quality (ADEQ) on October 1, 2021.

Cool Pavement Pilot - Test "cool pavement" technology on 1.19 miles of roadway in Old Town Avondale. This will be a pilot program to help assess the viability of this product and its ability to reduce urban heat, break down vehicular air pollution, and prolong pavement life.

Justification:

Stormwater Analysis - The City must conduct the sampling and analysis by October 1, 2023 to maintain compliance with state regulations.

Cool Pavement Pilot - The pilot area for the pilot program is due for pavement preservation in the next 12-24 months. It was selected due to the area's vulnerability to heat and air quality levels. This program will align with the Municipal Sustainability Plan to create a sustainable and resilient city.

Development & Engineering Services

Request Name	FTE	Ongoing	One-Time	Total
Building Inspector	1.0	\$111,200	\$41,900	\$153,100
Plans Examiner	1.0	\$121,200	\$3,700	\$124,900
Traffic Engineering Staffing	2.0	\$215,400	\$91,800	\$307,200
General Plan			\$175,000	\$175,000
Building Inspections and Plan Review		\$100,000		\$100,000
Software Upgrades		\$250,000	\$70,000	\$320,000
Street Maintenance Supplies		\$200,000		\$200,000
Total	4.0	\$997,800	\$382,400	\$1,380,200

Development & Engineering Services

Supplemental Requests

Title: Building Inspector (FTE)

Priority: 1	FTEs	1	Reason: Maintaining Service
Ongoing:	\$111,200	One-Time:	\$41,900
		Total:	\$153,100

Council Goal: Creative and Sustainable Community Development

Description:

This request is to add one (1) new Building Inspector, FTE nonexempt (Grade 11). This position is an entry level inspector which will be primarily focused on single-family and multi-family residential construction. This position will inspect new and remodeled single and multi-family residential construction. This position will support current staff on small commercial tenant improvements as needed, and complete other inspections as assigned to verify compliance with approved construction plans, building, electrical, plumbing, mechanical, zoning, and other applicable city, state, and federal codes and ordinances. This position will report to the Chief Building Official.

Justification:

There has been an increase in inspections as a direct result of increased new single and multi-family residential construction. Currently there are over 10 multi-family projects in process for zoning, plan review, or starting construction. These projects are anticipated to be under construction by July, 2022. Projects range from single-story detached casita apartments to 4-story urban form apartment buildings and townhouse developments. These projects take additional inspection time due to the quantity and size of the buildings. In Fiscal Year 20-21, Building Services completed 31,328 building inspections, which is an 86% increase from the prior fiscal year. Through the first three months of Fiscal Year 21-22, staff is on pace to complete over 37,000 building inspections.

Building Services currently has three building inspectors and one full time contract inspector.

Title: Plans Examiner (FTE)

Priority: 2	FTEs	1	Reason: Maintaining Service
Ongoing: \$121,200	One-Time: \$3,700	Total:	\$124,900

Council Goal: Creative and Sustainable Community Development

Description:

This request is to add one (1) new FTE Plans Examiner, exempt (Grade 13). This position is a construction/building plans examiner which will be primarily focused on single-family and multi-family residential construction as well as small commercial tenant improvement building construction plan reviews. This position serves as the primary contact for customer service building questions at the front counter, close out permits in the permitting software, send Certificates of Occupancy, and assist with document retention and research. This position will be trained to take on greater responsibility in plan reviews related to small commercial tenant improvements as needed, and complete other reviews as assigned to verify compliance with approved construction plans, building, electrical, plumbing, mechanical, zoning, and other applicable city, state, and federal codes and ordinances. This position will report to the Chief Building Official.

Justification:

Currently, the building plan review staff consists of one FTE Senior Plans Examiner responsible for reviewing all building construction plan submittals and permits for all land use types. However, due to increased development application submittals, the Chief Building Official position is also serving as a building plan reviewer to keep up with workload demand and dedicating 60% time to plan review to ensure project reviews are completed on time. In Fiscal Year 20-21, staff completed 2,217 building reviews. In Fiscal Year 21-22, that number increased dramatically to 3,159 reviews which is a 42% increase. There is also an increase in new multi-family residential projects with over 10 projects in process for zoning, plan review, or starting construction. Staff is anticipating projects to be under construction by July, 2022.

Title: Traffic Engineering Staffing (2 FTE)

Priority: 3 **FTEs** 2 **Reason:** Maintaining Service

Ongoing: \$193,400 **One-Time:** \$91,800 **Total:** \$285,200

Council Goal: Creative and Sustainable Community Development

Description:

This request is for one (1) Traffic Signal Technician FTE, exempt position (Grade 10). This position will perform advanced level of skilled work associated with street light operation, repair, and maintenance duties. This position will also serve as a lead and train, monitor, and assist with troubleshooting, repairing, and maintaining streetlights including lamps, photocell, ballast, fuses, and related devices. This position will provide guidance on rewiring ballasts and light poles, locating power sources to streetlights, and installing streetlight wiring systems. This position will repair and maintains traffic signals and poles, inspect new signals, respond to emergencies, after-hour calls, outages, and system failures. This position will coordinate with other departments, outside agencies, and the general public to ensure proper traffic controls, and attend traffic signal and Intelligent Traffic Systems (ITS) pre-construction meetings as needed.

This request is also for one (1) Traffic Signal Technician FTE, exempt position (Grade 9). This position will perform work associated with streetlight operation, repair, and maintenance duties. This position will troubleshoot, repair, and maintain streetlights including lamps, photocell, ballast, fuses, and rewire ballasts and light poles, and install streetlight wiring systems. This position will also inspects new signals, responds to emergencies, after-hour calls, outages and system failures. This position will coordinates with other departments to ensure proper traffic controls and attend traffic signal and ITS pre-construction meetings as needed.

Justification:

The Traffic Engineering division has experienced a significant increase in street sign installation since Fiscal Year 18-19, with over 665 new signs installed. In addition, the number of traffic signals have more than doubled (153% increase) and the number of streetlights has increased by 31% percent while keeping the same level of staffing (8 FTEs) since Fiscal Year 16-17. These positions will assist with the significant increase in public and private development projects requiring street signage and streetlights. These positions will also help maintain proper and timely maintenance and repairs as well as prompt response to emergencies and after-hour calls.

Title: General Plan

Priority: 4	FTEs	0	Reason: Maintaining Service
Ongoing: \$0	One-Time:	\$175,000	Total: \$175,000

Council Goal: Innovative Program and Service Delivery

Description:

This request is to prepare a General Plan update to the existing General Plan 2030, in accordance with Arizona Revised Statutes which mandates communities update an existing General Plan every ten years. The General Plan guides decision-making on future growth and development. City staff will prepare a comprehensive update to the General Plan that can be approved via a Major General Plan Amendment or ratified in any regularly scheduled general election by 2024. The consultant will work with City staff to primarily review, analyze, and update the Land Use Element including the area south of the Estrella Mountains, evaluating land along the Rio Reimagined, Southern Avenue Corridor, State Route 30 corridor, infill properties, multi-family residential and commercial land uses citywide, and similar. Other Elements to be updated include, but are not limited to, Economic, Water Resources, Open Space, Recreational Amenities, Energy, and Environmental Planning & Conservation to coincide with the Land Use Element and incorporate current information.

Justification:

A professional consultant to evaluate and prepare a General Plan update in collaboration with city staff and stakeholders is necessary to ensure compliance with State statutes and completion of a General Plan document. The department is seeking funds to hire a consultant to evaluate and prepare the General Plan update.

Title: Building Inspections and Plan Review

Priority: 6 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$100,000 **One-Time:** \$0 **Total:** \$100,000

Council Goal: Creative and Sustainable Community Development

Description:

This request is to allow for third-party inspection and plan review services through contract services to maintain levels of service during peak times.

Justification:

Average daily inspections have increased during the last five years. Daily inspections for one inspector is 60 per day while the industry standard is 25-30. In Fiscal Year 20-21, Building Services completed 31,328 inspections, which is a 70% increase from Fiscal Year 16-17. During peak times, this requires the use of 1.5 full-time contract inspectors. The current base budget will be insufficient to support one full-time contract inspector as the annual cost for one is \$166,400. The annual contract maximum is set at \$200,000. Building Services is requesting \$100,000.

Title: Software Upgrades

Priority: 7 **FTEs** 0 **Reason:** Enhanced Level of Service
Ongoing: \$250,000 **One-Time:** \$70,000 **Total:** \$320,000

Council Goal: Creative and Sustainable Community Development

Description:

The Planning and Permitting Software system recently went through an upgrade. However, the overall functionality, setup, workflow processes, and tasks (how the software itself is set-up such as steps to create, open, review, and close all application submittals, permits, reviews, and the like), takes time to complete due to how the software is set-up. The department will be needing to incorporate the Engineering Division fully into the software, as well as do other upgrades needed. The setup of each screen, fields, each permit type, folders for each permit type, and reporting functionality is needing a “facelift” that is not done by the software company. It is done by a technology consultant typically a third-party that would work with City staff to evaluate and improve its functionality for optimum performance, efficiency, and timeliness for staff and customers to meet the City’s strategic goal for being 100% on electronic (online) submittals.

Justification:

As the department transitions to electronic plan review through ePlanSoft, the need to evaluate the current platform for functionality and efficiency is necessary.

Title: Street Maintenance Supplies

Priority: 10 **FTEs** 0 **Reason:**

Ongoing: \$200,000 **One-Time:** \$0 **Total:** \$200,000

Council Goal: Creative and Sustainable Community Development

Description:

Request to increase the street supplies budget. This budget is used to cover expenses related to streetlight repairs/replacement, streetlight supplies, signs, traffic signal equipment, and pavement markings. Budget is also used to upkeep inventory for day-to-day operations and emergency situations.

Justification:

The cost of material and installation charges have increased in recent months due to inflation and aging infrastructure. The number of requests by Avondale residents for streetlights, signs, and pavement marking have also increased. In addition, development in the city continues to grow at a rapid pace which requires the need for additional services related to traffic engineering. Traffic Engineering is requesting an additional \$200,000 to keep up with growth, inflation, and aging infrastructure.

Fair estimate based on current year budget usage:

Neighborhood Streetlight maintenance/new light installation - \$150,000

Traffic Sign Supplies (Reflective sign mate, posts, sleeves, & brackets etc.) - \$30,000

Traffic Signal equipment supplies/Maintenance - \$200,000

Consultant Services for Pavement Marking - \$50,000

Economic Development

Request Name	FTE	Ongoing	One-Time	Total
Economic Opportunities Fund			\$2,000,000	\$2,000,000

Economic Development

Supplemental Requests

Title: Economic Opportunities Fund

Priority: 1 **FTEs** 0 **Reason:** Enhanced Level of Service

Ongoing: \$0 **One-Time:** \$2,000,000 **Total:** \$2,000,000

Council Goal: Create a Connected Community

Description:

The Economic Development Department is requesting a one-time cost of \$2,000,000. This will allow the department to maintain and enhance community services for FY2023. The fund will be used to progress the following items.

- Fund existing Economic Development Agreements
- Real Estate Services to assist in the development of BLVD Park Ave District and other city-owned properties
- Infrastructure and Public Purpose Agreements
- Local EDGE, Small Business, Entrepreneur, and Workforce Development Programs
- NASCAR/Phoenix Raceway Promotions and Partnerships
- Sponsorships and partnerships with community partners

Justification:

If the request is not approved, the City would not be able to maintain a competitive position within the region.

Neighborhood & Family Services

Request Name	FTE	Ongoing	One-Time	Total
Housing & Community Development Manager	1.0	\$141,200	\$3,700	\$144,900
Library Collections Management	1.0	\$100,300	\$2,700	\$103,000
Public Safety Homebuyer Program			\$100,000	\$100,000
Increase Avondale Crisis Fund			\$20,000	\$20,000
Education Support Funding			\$50,000	\$50,000
Total	2.0	\$241,500	\$176,400	\$417,900

Title: Housing & Community Development Manager

Priority: 1	FTEs	1	Reason: Enhanced Level of Service
Ongoing: \$141,200	One-Time: \$3,700	Total:	\$144,900

Council Goal: Support Public Health and Safety

Description:

1.0 FTE – Housing & Community Development Manager

This request is for general fund appropriation to be used to fund the existing Housing/Community Manager which is currently grant funded. Approving this request would allow the grant funds currently used to fund this position to be used in funding a Management Analyst which would be added in conjunction with the approval of this additional FTE.

The Housing & Community Development Manager supports the delivery of the home repair, homebuyer, youth workforce and other CDBG & Home funded programs.

Justification:

Affordable housing is a critical need in the community. The City has programmed grant funds to support housing and community related programming for low to moderate income households currently residing in Avondale. The City has also received an influx of additional federal funding with numerous layers of regulations that have significantly added to the volume of work needed to implement the allowable program activities.

City staff has been conscientious in utilizing all grant funding available for administration and program delivery, utilizing contracts with subrecipients and identifying partners to strengthen the network of programs and resources available to serve our families. As city staff continues to expand its efforts in addressing housing related needs, we have reached a point where program administration is beyond our current department capacity. Funding this position will provide increased coordination, planning, mobilization of outreach, fiscal oversight, and grant compliance while ensuring we have the capacity to continue expanding our portfolio of community development and housing programs to address the needs of our community. A percentage of new federal funding may be used to support this position.

Not funding this position would delay staff's ability to develop additional resources for affordable housing, outreach support services. Not funding this position will also make it difficult to administer immense volume of procurement, contractual monitoring and other project management responsibilities generated by the federal funding being awarded.

Title: Library Collections Management

Priority: 2 **FTEs** 1 **Reason:** Enhanced Level of Service

Ongoing: \$100,300 **One-Time:** \$2,700 **Total:** \$103,000

Council Goal: Innovative Program and Service Delivery

Description:

1.0 FTE - Technical Services & Collection Development Librarian

This request is for one full-time Technical Services and Collection Development Librarian specially trained in creating and modifying Catalog Records for Libraries and to update the library's records in the Online Computer Library Center (OCLC).

Justification:

A well organized and up to date library catalog is vital to the success of every library. It ensures availability and proper circulation of materials. It also allows for patrons to access and obtain all materials offered through the library. Unfortunately, the existing records management system is out of date with an approximate 15-year backlog of small errors and technical issues within the POLARIS catalog system. As a result, this makes it very difficult to find library items and negatively affects Avondale Library's circulation totals when patrons are unable to locate and obtain library materials. In order to address this matter, a specially trained librarian is required. A technical services librarian is specifically trained to identify, fix, maintain and organize the catalog and its inventory accurately. In addition, the technical services librarian would take over the collection development of all library materials. This new position would relieve collections development with inventory and its catalog from current staff and allow them to focus on community efforts such as school partnerships, specialized programming and events.

Membership in the Online Computer Library Center (OCLC) is important because our libraries utilize their catalog subscription to download records into our database. Additionally, we participate in a state-wide Inter-Library Loan (ILL) program which is facilitated via OCLC's WorldShare. Participating in the state-wide ILL program is required to receive funds through state managed Library Services & Technology Act (LSTA) grants. This position will also undertake the large project of updating all of our records in the OCLC catalog to be current. This should be done every couple of years and has not been done in a very long time.

Not funding this position will delay the proper organization of the library's catalog, continue to negatively affect library circulation numbers and potentially jeopardize our ability to pursue and receive future LSTA grants.

Title: Public Safety Homebuyer Program

Priority: 3 **FTEs** 0 **Reason:** Enhanced Level of Service

Ongoing: \$0 **One-Time:** \$100,000 **Total:** \$100,000

Council Goal: Support Public Health and Safety

Description:

This program provides an incentive for sworn Avondale Police Officers and sworn Fire personnel to purchase a home in Avondale while working for the City's Police or Fire & Medical Services. This incentive is available to police officers, sergeants, firefighters, fire engineers and fire captains who have successfully completed their probationary period. Recipients are required to live in the home for five years. This program has generally been funded each year on a one-time basis.

Justification:

This program is designed to enhance the recruitment and retention of sworn public safety personnel by assisting them in purchasing a home within Avondale city limits. Funding would allow for eight (8) participants at \$25,000 each from either department (Fire and PD). Not funding this program may reduce Avondale's ability to remain competitive as we seek to recruit and retain the most qualified public safety personnel possible.

Title: Increase Avondale Crisis Fund

Priority: 4 **FTEs** 0 **Reason:** Enhanced Level of Service

Ongoing: \$0 **One-Time:** \$20,000 **Total:** \$20,000

Council Goal: Support Public Health and Safety

Description:

This funding will expand the scope of the crisis assistance funding program. The program is available to assist residents in crisis when the issue cannot be addressed through the Community Action Program or other similar programs and services. \$17,000 in funds have historically been used to address utility bills, emergency car repairs, medical costs, rent, mortgage, or emergency hotel stays. The expansion is intended to allow for the correction of minor code violations as eligible crisis expenses. Eligible expenses would be items which include but are not limited to weed abatement, tree removal, pest control, exterior paint and debris removal. Code compliance staff would provide referrals to the Neighborhood and Family Services Department to determine eligibility for this or other assistance that may be available.

Justification:

Improving the health, safety and overall beauty is critical to Avondale. This funding would provide support for qualifying residents to address code violations and alleviate financial hardships or physical disabilities to correct a code violation. Without this additional funding, these types of code compliance issues could may not be immediately addressed or corrected by residents experiencing financial or physical hardship.

Title: Education Support Funding

Priority: 5 **FTEs** 0 **Reason:** Enhanced Level of Service

Ongoing: \$0 **One-Time:** \$50,000 **Total:** \$50,000

Council Goal: Community-Oriented Lifelong Learning Opportunities

Description:

Education Support Funding supports academic success of Avondale’s students in grades K-12. This initiative was developed to direct \$50,000 of funding into different focus areas that include: STEAM (science, technology, engineering, art and math), Workforce Readiness, Music, Civic Engagement and College Success. Education Support Funding has allowed for the creation and implementation of the following projects:

STEAM Fest – Funding enhanced the experience for children participating in the annual STEAM Fest event held at the Civic Center Library through hands-on activities.

Youth Workforce – Funding expanded and enhanced the City of Avondale summer Teen Employment and Mentoring Program by offering additional youth summer employment opportunities.

Civic Engagement Scholarships – Two (2) members from the Avondale Youth Advisory Commission received scholarships for demonstrating an outstanding commitment to service and civic engagement and serving on the commission for two (2) or more years.

Mobile Hotspots – Funding allowed Avondale Libraries to obtain mobile hotspot devices available for check out at both Avondale library branch locations for library cardholders who do not have home internet access to easily access the internet from anywhere using WiFi enable devices.

Justification:

Avondale views student academic success as a critical factor in the overall quality of life and economic vitality of the community. The programs offered through this funding serve to enhance and bolster the work being done by the schools in this community.

Not funding this request would necessitate the elimination or scaling down of these programs. School districts will once again be faced with the difficulty of having to find other funding streams to fill this gap in order to continue to some of these supports.

Parks and Recreation

Request Name	FTE	Ongoing	One-Time	Total
Aquatic Center Operations	38.0	\$1,017,200	-\$495,000	\$522,200
Community Center Operations	3.0	\$290,300	\$76,300	\$366,600
Sand Volleyball Complex		\$85,000	-\$42,500	\$42,500
Recreation Cost Increases		\$72,500		\$72,500
Grounds Maintenance Cost Increases	2.0	\$278,500		\$278,500
Administrative Support	1.0	\$58,600	\$2,800	\$61,400
Total	44.0	\$1,802,100	-\$458,400	\$1,343,700

Parks & Recreation

Supplemental Requests

Title: Aquatic Center Operations

Priority: 1 **FTEs** 38 **Reason:** New Program

Ongoing: \$1,017,200 **One-Time:** (\$495,000) **Total:** \$522,200

Council Goal: Diverse Recreational and Entertainment Opportunities

Description:

Operation and maintenance of the new aquatics center, including swim lessons, recreation and competitive swim teams, open swim, aqua exercise, special events, rentals, and partnerships with local schools. The number of staff is a projection and may change in future years based on the community's demand for programming.

Justification:

The aquatics center is scheduled to open in late FY23, and Parks and Recreation requires funds to operate, staff, and program the facility. Parks and Recreation requests three full-time FTEs (one recreation coordinator, one recreation programmer, and one maintenance tech) and 35 total FTEs for approximately 70 seasonal lifeguards. Proposed Maintenance Technician will also be able to work on the city's splash pads and other water features.

Parks and Recreation is also asking for funds to cover the costs of utilities, chemicals, water pump maintenance, and funds to program the facility. The costs will be prorated for FY23 except for full-time staff, which will be hired in Q1. Part-time staff will be employed in Q3.

This will be the pilot year for the aquatics center and additional requests may be needed in FY24 based on the type of demand from the community.

Title: Community Center Operations

Priority: 2 **FTEs** 3 **Reason:** New Program

Ongoing: \$271,800 **One-Time:** \$76,300 **Total:** \$348,100

Council Goal: Diverse Recreational and Entertainment Opportunities

Description:

Staff, equipment, supplies, and resources to operate the revitalized community center opening at the beginning of FY2023.

Justification:

The community center's building renovations will be completed at the beginning of FY23. As a result, parks and Recreation will need to purchase equipment, supplies, and materials to open the community center. The department will also need 3 FTEs for the center: (1) recreation programmer, (1) municipal security officer and (2) part-time recreation assistants. A municipal security guard is being asked for to provide an extra level of security for the facility since it will be primarily used for teen programming. The community center opening will also create synergy and additional outdoor programming possibilities because of Mountain View Park's proximity to the center. The department also anticipates generating \$27,500 of revenue annually from programming and facility rentals.

Title: Sand Volleyball Complex

Priority: 3 **FTEs** 0 **Reason:** New Program

Ongoing: \$85,000 **One-Time:** (\$42,500) **Total:** \$42,500

Council Goal: Diverse Recreational and Entertainment Opportunities

Description:

The operation and maintenance costs of the new Sand Volleyball Complex at The BLVD, including recreation leagues, tournaments, public rentals, and partnerships with local schools.

Justification:

The Sand Volleyball Complex at The BLVD opens in FY23 and requires funds to program and perform regular maintenance on the facility. Requested funds are prorated for the year based on anticipated opening.

Funds will cover the costs for utilities, sand maintenance, restroom operations and maintenance and other professional services to program this competition level facility. The public and organizations can reserve the courts. The department is expecting revenues to offset a portion of operational costs.

Title: Recreation Cost Increases

Priority: 4 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$72,500 **One-Time:** \$0 **Total:** \$72,500

Council Goal: Diverse Recreational and Entertainment Opportunities

Description:

Funds will address anticipated increases due to annual cost increases for inflation for contractual services and supplies.

Justification:

Parks and Recreation has seen considerable increases in the cost of goods, services, and labor due to various economic factors such as supply chain issues, labor market shortages, and increased demand. The department is anticipating a 10% cost increase for goods and services in the next fiscal year. As a result, additional funds are necessary to keep up with the overall annual increase in costs and inflation to maintain the current service levels.

Title: Grounds Maintenance Cost Increases

Priority: 5 **FTEs** 2 **Reason:** Maintaining Service
Ongoing: \$215,100 **One-Time:** \$0 **Total:** \$215,100

Council Goal: Innovative Program and Service Delivery

Description:

These funds are to maintain current levels of operating services for Parks activities. These services and goods include security services at community parks, contractual landscaping maintenance, repair equipment, contractual repair services, cleaning supplies, and recreational supplies to support department programs and facility rentals. The supplemental funding request also includes increases for anticipated cost increases for utilities. The request also calls for 2 additional parks maintenance worker to keep up with service levels at new facilities.

Justification:

Parks and Recreation has seen considerable increases in the cost of goods, services, and labor due to various economic factors such as supply chain issues, labor market shortages, and increased demand. The department is expecting a 10% overall cost increase to all goods and services in the next fiscal year. As a result, additional funds are necessary to keep up with the overall annual increase in costs and inflation to maintain the current service levels.

Title: Administrative Support

Priority: 6 **FTEs** 1 **Reason:** Maintaining Service

Ongoing: \$58,600 **One-Time:** \$2,800 **Total:** \$61,400

Council Goal: Diverse Recreational and Entertainment Opportunities

Description:

An Administrative Assistant is requested to provide dedicated support to customer service, business services, budget, finance, and procurement needs for Parks and Recreation's two operating divisions.

Justification:

In FY23 there are three new facilities opening and it will also be the first full year of operation for Alamar Park. Additionally, as a result of Parks and Recreation bringing special event management in house, there has been unexpected increase in administrative and procurement related work from the administrative team in the department.

Parks and Recreation's departmental growth requires additional administrative assistance to help process daily administrative tasks such as special event permitting, contract management, invoices, procurement needs, and customer service management. The administrative team currently oversees 86 purchase orders, 106 contracts and the Purchase Cards for 13 staff members. These numbers are expected to all increase by 30% with the opening of the community center, aquatics center and sand volleyball courts in FY23. This additional position will free current staff to work on recruitments and other essential functions.

Facilities

Request Name	FTE	Ongoing	One-Time	Total
Inflationary Increases for Existing Services		\$174,000		\$174,000
Service for New City Facilities		\$542,000		\$542,000
Additional Staffing	2.0	\$179,600	\$112,200	\$291,800
Enhanced Cleaning and Janitorial Services		\$575,000		\$575,000
Day Porter	1.0	\$88,400	\$6,600	\$95,000
Total	3.0	\$1,559,000	\$118,800	\$1,677,800

Facilities

Supplemental Requests

Title: Inflationary Increases for Existing Services

Priority: 1	FTEs	0	Reason: Maintaining Service
Ongoing:	\$174,000	One-Time: \$0	Total: \$174,000

Council Goal: Innovative Program and Service Delivery

Description:

The cost of labor and materials has increased. Facilities is requesting \$174,000 ongoing funding to supplement existing funding for the following service areas.

The effected services include, HVAC, Plumbing, Roofing, Janitorial, Energy Management System, Water Conditioning, Fire Alarm, Fire Suppression, Pest Control, Elevator Service, Electrical, Lighting, Trash Removal, Plant Services, Card Access, Door Locks, Parking Gates, Emergency Power Generation, Signage, Coffee Service and Ice Delivery.

Justification:

Inflation, labor shortage and supply chain challenges have negatively impacted buying power. Facilities has seen our overall costs increase 5% this fiscal year. Facilities is requesting an ongoing increase of \$174,000 or 5% of our annual operating budget to maintain current service levels.

Title: Service for New City Facilities

Priority: 2 **FTEs** 0 **Reason:** New Program

Ongoing: \$542,000 **One-Time:** \$0 **Total:** \$542,000

Council Goal: Innovative Program and Service Delivery

Description:

This funding request is for all Facilities services required in our new facilities. A majority of this amount is for services at the Avondale Executive Offices/Conference & Visitor Center, IT suite, Community Center and FS 175. Additionally, the one-year construction warrantee at Police HQ and Arizona Complete Health Resource Center have expired. Repair costs for these buildings are included as well.

Total Request \$542,000

New Construction Warrantee's have expired at Police HQ and Arizona Complete Health Resource Center, cost to contract services- \$35,500

New Community Center - \$120,200

New Parking Garage - \$18,000

New Fire Station 175 - \$67,175

New Aquatic Center - \$55,000

New IT Suite - \$10,000

New Visitors and Convention Center - \$236,000

Justification:

The City is bringing on new Facilities. Facilities is requesting funding to provide services ongoing in these buildings. The services includes HVAC, Plumbing, Roofing, Janitorial, Energy Management System, Water Conditioning, Fire Alarm, Fire Suppression, Pest Control, Elevator Service, Electrical, Lighting, Trash Removal, Plant Services, Card Access, Door Locks, Parking Gates, Emergency Power Generation, Signage, Coffee Service and Ice Delivery.

Title: Staffing Request

Priority: 3 **FTEs** 2 **Reason:** Maintaining Service

Ongoing: \$179,600 **One-Time:** \$112,200 **Total:** \$291,800

Council Goal: Innovative Program and Service Delivery

Description:

This request is for one Senior Maintenance Tech, one Maintenance Tech and two service vans. On-going cost: \$179,600. One-Time Cost \$112,200

Justification:

The Facilities team consists of a working Lead, 3 Senior Maintenance techs and one Maintenance Tech. Our team of 5 is insufficient to meet the maintenance, logistical and event support City Staff requires. Including our new Fire Station and Conference Center the Facilities team maintains 23 buildings totaling 402,000 sf. Currently each tech is responsible for 80,000 sf, over double the national average of space maintained by a municipal maintenance worker. Adding two techs will reduce each techs work load to 60,000 sf each. The added staff will allow the Facilities team to provide timely service for Staff while maintaining the facilities and performing preventive maintenance.

Title: Enhanced Cleaning and Janitorial Services

Priority: 4 **FTEs** 0 **Reason:** Enhanced Level of Service

Ongoing: \$575,000 **One-Time:** \$0 **Total:** \$575,000

Council Goal: Innovative Program and Service Delivery

Description:

In 2018 the City elected to limit cleaning costs by limiting the janitorial service to three nights of cleaning at each facility a week. The remaining four days the facilities had a light service during the day to address trash and restrooms. With COVID the Facilities team in partnership with our Emergency Manager and Safety Officer, developed a new standard for cleaning that address decontamination at a much higher level. The new level of service currently in place has each facility completely cleaned, including surface disinfection, each day the facility is open to the public or used by staff. This request would fund the increased frequency of cleaning City Wide. Total cost for this change request is \$575,000.

Justification:

Increase cleaning frequency from three days a week to cleaning each day a facility is open to the public or is being used by staff.

Title: Day Porter

Priority: 5 **FTEs** 1 **Reason:** Enhanced Level of Service

Ongoing: \$88,400 **One-Time:** \$6,600 **Total:** \$95,000

Council Goal: Innovative Program and Service Delivery

Description:

The collection of building on City Hall campus would benefit from a dedicated porter. The Porter would be responsible for regular cleaning tasks such as sparkling the restrooms, cleaning windows and dusting. The Porter would also help with scheduled and staff requests such as painting, changing light bulbs and helping with event setup and teardown.

Justification:

The Facilities team is composed of 5 highly skilled techs. Between them they manage every aspect of our City Facilities. Many of our responsibilities do not require their mechanical or technical skills. The Porter will provide an increase in service and responsiveness for cleaning and other tasks. Having a Porter to manage unskilled jobs will free up our team to use there expertise to the best advantage for the City.

Finance & Budget

Request Name	FTE	Ongoing	One-Time	Total
Buyer	1.0	\$102,400	\$2,700	\$105,100
Finance Service Inflation		\$10,000		\$10,000
Total	1.0	\$112,400	\$2,700	\$115,100

Finance & Budget

Supplemental Requests

Title: Buyer

Priority: 1	FTEs	1	Reason: Maintaining Service
Ongoing:	\$102,400	One-Time: \$2,700	Total: \$105,100

Council Goal: Innovative Program and Service Delivery

Description:

The Finance Department is requesting an additional Buyer position in the Procurement Division. The position will provide assistance in supporting department procurement needs and will provide a primary contact point for vendor file maintenance and the management of updates and information needs.

This is a junior-level position that can provide an opportunity for a procurement professional to gain municipal procurement experience and potentially promote within the division if a senior-level opening becomes available.

Justification:

Workload for the division has increased 20 - 30% in terms of solicitations and requests for procurement services. Requests may be routine, yet time-intensive processes that require the attention of staff to complete successfully while meeting all legal requirements. The time involved in these processes limits the manager and staff from being available to support more complex requests and training that could be made available to City staff. The additional Buyer position can absorb a portion of the workload of less-critical projects to enable the senior-level staff to continue to focus on customer service and deliver quality results.

Title: Finance Service Inflation

Priority: 2 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$10,000 **One-Time:** \$0 **Total:** \$10,000

Council Goal: Innovative Program and Service Delivery

Description:

This request recommends an additional \$10,000 distributed to the following accounts to primarily cover anticipated contractor cost increases due to inflation, contract revisions and/or increased service scope:

60000 - Auditing Services - \$3000
61800 - Professional Services (Billing) - \$4000
79000 - Other equipment/supplies (A/P) - \$2000
65020 - Training (A/P) - \$1000

Justification:

The department will be pursuing a new contract for the City's financial audit and is expected to experience a cost increase of at least \$3,000. The department's billing section is generating newly-reformatted service bills that require additional programming and preparation efforts from its bill preparation vendor that, along with volume increases, are expected to require \$4,000. The Accounts Payable section does not have a dedicated account for check stock, envelopes and toner that are consumed with the production of regular vendor and employee checks expected to require \$2,000. The reclassification of the A/P supervisor to a manager position did not include an increase in professional training expense. \$1,000 is requested to supplement the amount available for professional-level staff.

Human Resources

Request Name	FTE	Ongoing	One-Time	Total
Organizational Development/Training Manager	1.0	\$134,100	\$2,700	\$136,800
Wellness Screenings		\$50,000		\$50,000
Benefit Trust Consulting Brokerage Services		\$65,000		\$65,000
Employee Benefit Trust Board Attorney Services		\$25,000		\$25,000
Total	1.0	\$274,100	\$2,700	\$276,800

Human Resources

Supplemental Requests

Title: Organizational Development/Training Manager

Priority: 1 **FTEs** 1 **Reason:** Enhanced Level of Service

Ongoing: \$134,100 **One-Time:** \$2,700 **Total:** \$136,800

Council Goal: Innovative Program and Service Delivery

Description:

This position would oversee organizational development and training. This would include leadership development, New Employee Orientation, supervisory training, and succession planning. In addition, they would work on programs to help measure employee engagement and employee retention.

Justification:

Employee engagement and retention of existing and new employees is a key area of focus. There is a critical demand for skilled labor. Training staff is imperative for growth and retention. FTEs in the City has increased 38% since FY2018, from 525.75 to 728.05 year-to-date. As the City continues to grow and increase in complexity, retention and succession planning take on a new level of importance. Having an internal resource to guide these efforts will increase effectiveness and consistency as well as ensure that we have an internal pipeline of talent being developed to take roles that open through growth and retirement.

Title: Wellness Screenings

Priority: 2 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$50,000 **One-Time:** \$0 **Total:** \$50,000

Council Goal: Innovative Program and Service Delivery

Description:

Offer two or more health screening events for City employees annually. Screenings include blood draws checking usually 20 different types of lab results, i.e., glucose, triglycerides, cholesterol, etc. Health screenings can also include services for dermatology, cancer, and other critical health factors that, if caught early, can potentially save lives.

Justification:

The goal of wellness screenings is to bring awareness to employees that may have conditions and early treatment intervention which in turns saves lives and healthcare costs. Preventative wellness screenings have historically been highly utilized by employees and have helped employees identify chronic conditions. These types of screenings were offered when Avondale was part of the Arizona Metropolitan Trust. The screenings were not included in the city's new contract with the self-funded Employee Benefit Trust. Funding these early detection screenings may help to reduce future costs to the plan.

Title: Benefit Trust Consulting Brokerage Services

Priority: 4 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$65,000 **One-Time:** \$0 **Total:** \$65,000

Council Goal: Innovative Program and Service Delivery

Description:

Consulting and brokerage services for the Employee Benefit Trust (EBT) to provide healthcare expertise and software models to predict rates, alternative funding methodologies, and other cost-control strategies to help mitigate health care cost increases. Consulting services also provide services outside of city staff expertise, including financial reporting, government compliance, communication, vendor management, claims resolution services and day-to-day servicing.

Justification:

In-house staff does not have the actuarial software that can project and forecast rate projects, benchmarks, latest trend numbers, comparisons with our self-funded business, nor market evaluations. If EBT consulting services are not funded, the city would need to acquire actuarial services, and that would only help with justification of rates and would increase rates for both the city and employees. The city does not have predictive modeling or analytic software to perform these functions.

Title: Employee Benefit Trust Board Attorney Services

Priority: 5 **FTEs** 0 **Reason:** Enhanced Level of Service

Ongoing: \$25,000 **One-Time:** \$0 **Total:** \$25,000

Council Goal: Innovative Program and Service Delivery

Description:

Attorney services for the City Employee Benefit Trust (EBT) that is separate from in-house counsel. Services include discussion with the employee benefit attorney for issues such as subrogation, legal responses, and required compliance training.

Justification:

In-house counsel advised staff that their expertise was not in Employee Benefits. In-house counsel advised us to use an Employee Benefit Specialist attorney. The outside council wrote the Employee Benefit Trust document and assists in other Employee Benefit Trust areas that the city's in-house counsel does not have the expertise. The Employee Benefit Attorney writes all correspondence to insurance companies in the event of a potential legal dispute, and in-house counsel is advised. Without adequately funding board attorney services, there is a possibility that there may be a concern with "conflict of interest" if a city employee sues the city due to a claim issue. The Board of Trustees would work with the Employee Benefit Attorney to avoid the "conflict of interest" based on employment.

Information Technology

Request Name	FTE	Ongoing	One-Time	Total
CIP Software Ongoing Costs		\$45,000		\$45,000
Legacy Software/Hardware Upgrades		\$46,000	\$30,000	\$76,000
Desktop Analyst Supervisor	1.0	\$118,200	\$8,700	\$126,900
Total	1.0	\$209,200	\$38,700	\$247,900

Information Technology

Supplemental Requests

Title: CIP Software Ongoing Costs

Priority: **FTEs** 0 **Reason:** New Program

Ongoing: \$45,000 **One-Time:** \$0 **Total:** \$45,000

Council Goal: Innovative Program and Service Delivery

Description:

Development & Engineering Services requires software to manage Capital Improvement Projects. This change request will provide for annual service fees based on 40 licenses, training and add-ons.

Justification:

Title: Legacy Software/Hardware Upgrades

Priority: 1 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$46,000 **One-Time:** \$30,000 **Total:** \$76,000

Council Goal: Innovative Program and Service Delivery

Description:

Legacy Software/Hardware Upgrades

Meter Reading Hardware Replacement

Replace incompatible security cameras as well sites

Warehouse legacy systems and provide reporting

Adobe Pro Unified Licensing Platform (100 licenses)

Justification:

Legacy software is a risk to City network and application Security if not upgraded or in other cases the hardware in place is no longer compatible with the Windows upgrades.

Title: Desktop Analyst Supervisor

Priority: 3 **FTEs** 1 **Reason:** Maintaining Service

Ongoing: \$118,200 **One-Time:** \$8,700 **Total:** \$126,900

Council Goal: Innovative Program and Service Delivery

Description:

Desktop Analyst Supervisor, 1 FTE

The position will provide supervision of current staff, interns and contractors (as needed), asset management and tracking, monitoring, planning, scheduling and senior level technical support as needed. This position will be responsible for co-ordinate all the purchasing of pc's, monitor, phones, printers, and peripheral equipment and other required items for asset replacements, new hires and the set up of existing equipment for new hires filling vacant positions. Manage the yearly equipment replacement roll-out for approximately 150 staff members. The roll-out includes pc's, monitors, phones.

Justification:

This position will take over the supervision of help desk staff which currently report to the CIO, this will reduce the number of direct reports to the CIO and free up time for other responsibilities. The city has added over 100 employees since FY20, opened the New Resource Center, Civic Center Annex, the PD Expansion, IT Raceway Building Improvements, Fire Station 175, and added 2 new departments Facilities and Public Safety. These changes have increased Help desk service tickets by over 200 a month since FY20. Our help desk requires direct supervision to continue to provide excellent customer service and effectively manage these increases.

Marketing & Public Relations

Request Name	FTE	Ongoing	One-Time	Total
Costs Related to Department Growth		\$10,000		\$10,000
Broadcast Server Upgrade		\$10,000	\$10,000	\$20,000
Visitor Center Merchandise		\$25,000		\$25,000
Avondale EDGE TV Series			\$20,000	\$20,000
Total	0.0	\$45,000	\$30,000	\$75,000

Marketing & Public Relations

Supplemental Requests

Title: Costs Related to Department Growth

Priority: 1 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$10,000 **One-Time:** \$0 **Total:** \$10,000

Council Goal: Create a Connected Community

Description:

Equipment, subscriptions, memberships, travel, training and other miscellaneous costs that come from our team expanding by 3 full-time employee positions in recent months.

Justification:

Requesting an additional \$3,300.00 additional costs per full-time employee (Digital Media Specialist, Senior Graphic Designer, and Marketing & Public Relations Coordinator) which have all been added to the department team in recent months.

Title: Broadcast Server Upgrade

Priority: 3 **FTEs** 0 **Reason:** Enhanced Level of Service

Ongoing: \$10,000 **One-Time:** \$10,000 **Total:** \$20,000

Council Goal: Create a Connected Community

Description:

Broadcast server and technology updates for the Avondale Channel 11 program. The new server will broaden the audience of Channel 11 programming and allow residents to view it on the city's website. Channel 11 is currently limited to Cox cable subscribers.

Justification:

The current server requires a substantial amount of staff time to program, and has a limited audience reach. This server was last updated in 2015, three years longer than the industry standard of four year replacement cycle. The new server will replace this outdated and inefficient system and will allow more efficient use of staff time. This new server will allow the city to position Channel 11 for the future and equip the city to stream public meetings and permit more residents engagement and access as the media market evolves.

Updating our broadcast server and technology will help The City of Avondale maintain its leadership position among Digital Cities and keep up with innovative enhancements.

Title: Visitor Center Merchandise

Priority: 4 **FTEs** 0 **Reason:** Enhanced Level of Service

Ongoing: \$25,000 **One-Time:** \$0 **Total:** \$25,000

Council Goal: Diverse Recreational and Entertainment Opportunities

Description:

Outfit the new Avondale Visitor and Conference Center with branded merchandise such as apparel, totes, mugs, etc. for sale to the visiting public.

Justification:

With the opening of the new Visitor & Conference Center, we need to fill our storefront with Avondale and Discover Avondale items which will be for sale. Potential revenues will cover the costs of these items once sold.

Title: Avondale EDGE TV Series

Priority: 5 **FTEs** 0 **Reason:** Enhanced Level of Service

Ongoing: \$0 **One-Time:** \$20,000 **Total:** \$20,000

Council Goal: Innovative Program and Service Delivery

Description:

Continuation of successful video TV series launched this year in partnership with Inspired Media 360 and the Economic Development Department. We intend to create approximately six new videos to further raise Avondale's profile at a national and international level, including emphasis on Avondale as a sports and tourism destination.

Justification:

Economic Development provided funding for the pilot series in FY2021, and we look forward to being able to expand it and continue highlighting our city. This expands our video library and capabilities, bringing a wider audience to our marketing channels.

In FY2021, the city created nine videos, with a reach of 2,353 views, with an average viewership of 261 per video. Of the nine videos, the most popular focused on Avondale's housing market. The target audience for the new six-video series is the business community, investors, visitors, and residents to raise Avondale's profile on a national and international stage.

The video premiere was highlighted at the Avondale Economic Summit in June featuring Mayor Weise. The NASCAR video had an audience reach of 4,775.

City Administration

Request Name	FTE	Ongoing	One-Time	Total
Lobbyist Contracts		\$50,000		\$50,000
Internal Audit Support Services			\$40,000	\$40,000
Employee Growth and Engagement		\$30,000		\$30,000
Travel, Training, Membership Dues and Innovation Team Increases		\$50,000		\$50,000
Total	0.0	\$130,000	\$40,000	\$170,000

City Administration

Supplemental Requests

Title: Lobbyist Contracts

Priority: 1 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$50,000 **One-Time:** \$0 **Total:** \$50,000

Council Goal: Create a Connected Community

Description:

During Fall 2020, City Management made the decision to engage a contract lobbying firm to assist with state legislative activities. This firm was meant to supplement the City's Intergovernmental Affairs program by reaching more legislators and advocating for city priorities. There were enough funds that year to cover the contract due to a large, one-time transfer that occurred during summer 2020 for potential COVID-19 testing events. When testing became more widely available, the funds were used for other necessities.

Justification:

City Management made the decision to continue our engagement with the contract lobbyist for the 2022 legislative session. However, because the funding used for the contract lobbyist in FY2021 was one-time, there were no ongoing funds to use for the FY2022 cycle. Staff has found a way to cover the costs for FY2022, but the funding must be appropriated continuously to ensure that we may meet our obligations and continue to utilize these lobbying services.

Title: Internal Audit Support Services

Priority: 2 **FTEs** 0 **Reason:** Enhanced Level of Service

Ongoing: \$0 **One-Time:** \$40,000 **Total:** \$40,000

Council Goal: Innovative Program and Service Delivery

Description:

This request adds \$40,000 in professional services to supplement the work of the City's Internal Auditor in completing audit projects for the City. The Auditor is responsible for completing a number of engagements each fiscal year as designated in the City's approved Audit Plan. Additional support services will assist the Internal Auditor to complete audits that require specialized skills (i.e. information technology).

Justification:

Audit projects undertaken are expected to be complex and require effort to compile, manage and analyze the data and information involved in each engagement. With one staff member conducting these, time spent on the time-intensive efforts lessens productivity and the quantity of engagements that can be completed each year. The ability to increase the quantity and timeliness of audits completed will provide the City with additional improvement suggestions for evaluation and action.

Title: Employee Growth and Engagement

Priority: 3 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$30,000 **One-Time:** \$0 **Total:** \$30,000

Council Goal: Innovative Program and Service Delivery

Description:

Events include quarterly all staff meetings that highlight employee service recognition, increased citywide and department specific employee appreciation events hosted by both city management and council, and seasonal employee engagement opportunities hosted by the Morale Booster Advisory (MBA) Committee.

Justification:

The City Manager's Office and City Council launched an initiative in FY2022 to increase in-person engagement opportunities for employees in the form of an increased number of employee appreciation events, all staff meetings, and seasonal engagement opportunities. Between FY2021 and FY2022, the FTE count for Avondale increased from 625.75 to 728, and additional resources are required to make city-wide and department specific events available to an ever-growing number of employees.

The Morale Booster Advisory (MBA) committee was established in 2008 with the mission of boosting employee morale through activities for employees to participate in during work hours. The MBA is comprised of employees from each Department, and the events hosted take on a themes of holidays or major event like the Super Bowl. The MBA initially was self-funded and raised money to support its activities, however, the MBA is now allocated a small fund to administer the program from the City Manager's Office budget.

Title: Travel, Training, Membership Dues and Innovation Team Increases

Priority: 4 **FTEs** 0 **Reason:** Maintaining Service

Ongoing: \$50,000 **One-Time:** \$0 **Total:** \$50,000

Council Goal: Create a Connected Community

Description:

Provide adequate funding for the city's Innovation Team, membership cost increases, and additional travel and training for the City Manager's office to accommodate for FTE growth and the needs of the new City Manager.

Justification:

The City Manager's Office added two new FTEs between FY2022 and FY2023, and with the addition of a new City Manager, the department will require sufficient funding to accommodate additional travel and training needs for all members of the department.

The Innovate Avi Innovation Team was established in October 2019 by City Management as the premier interdepartmental program for bringing innovative practice to the forefront of the city's operations, workforce development and employee training. The program's goal is to provide employees with the opportunity to implement process improvements to make our organization a better steward of the public funds and increase our responsiveness to both internal and external customers. Members participate in team building activities, the Brian Elms Peak Performance process improvement training, and the annual Alliance for Innovation national conference. The Innovation Team provides employee participants training in project management, program development, presentation skills, and professional communications while encouraging participants to work closely with City Management. The Innovation Team is allocated resources from the City Manager's Office budget to administer the program.

The Arizona League of Cities and Town provides valuable services to the city. These memberships, and others, continue to increase due to inflationary factors and city growth. The new City Manager may choose to engage the City in other memberships as well for which additional funding may be required.

The city is planning to expand its marketing and national outreach efforts in concert with other city departments and community partners. The City manager's office requires sufficient resources to be able to respond to regional and national travel opportunities.

Schedule of Authorized Positions

Department/Fund/Program/Position	Amended FY2019	Amended FY2020	Amended FY2021	Authorized FY2022	Amended FY2022	Recom mended FY2023
City Administration						
General Fund						
<u>City Administrative Office</u>						
Assistant City Manager	2.00	1.00	1.00	1.00	1.00	1.00
City Manager	1.00	1.00	1.00	1.00	1.00	1.00
City Projects Administrator				1.00	1.00	1.00
Council Assistant			0.50			
Deputy City Manager		1.00	2.00	2.00	2.00	2.00
Executive Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00
Executive Management Assistant	1.00	1.00	1.00	1.00		
Management Analyst		1.00	1.00	1.00	1.00	1.00
Management Associate				1.00	1.00	1.00
Senior Internal Auditor					1.00	1.00
Senior Management Analyst					1.00	1.00
City Administrative Office Total	5.00	6.00	7.50	9.00	10.00	10.00
<u>Intergovernmental Affairs</u>						
Intergovernmental Affairs Administrator	1.00	1.00	1.00	1.00	1.00	1.00
Intergovernmental Affairs Total	1.00	1.00	1.00	1.00	1.00	1.00
General Fund Total	6.00	7.00	8.50	10.00	11.00	11.00
City Administration Total	6.00	7.00	8.50	10.00	11.00	11.00
City Attorney						
General Fund						
<u>City Attorney</u>						
Assistant City Attorney	1.00	1.00	1.00	1.00		
Attorney I				1.00	1.00	1.00
Attorney II					1.00	1.00
City Attorney	1.00	1.00	1.00	1.00	1.00	1.00
Deputy City Attorney	1.00	1.00	1.00	1.00	1.00	1.00
Legal Assistant		1.00	1.00	1.00	1.00	1.00
Legal Services Supervisor	1.00	1.00				
Senior Paralegal			1.00	1.00	1.00	1.00
City Attorney Total	4.00	5.00	5.00	6.00	6.00	6.00
General Fund Total	4.00	5.00	5.00	6.00	6.00	6.00
City Attorney Total	4.00	5.00	5.00	6.00	6.00	6.00
City Clerk						
General Fund						
<u>City Clerk</u>						
Administrative Clerk		0.50	1.00	1.00	1.00	1.00
City Clerk	1.00	1.00	1.00	1.00	1.00	1.00
City Clerk Specialist	4.00	4.00	4.00	4.00	4.00	4.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00	1.00
City Clerk Total	6.00	6.50	7.00	7.00	7.00	7.00
General Fund Total	6.00	6.50	7.00	7.00	7.00	7.00
City Clerk Total	6.00	6.50	7.00	7.00	7.00	7.00
City Court						
Court Enhancement						
<u>Court Security</u>						
Lead Court Security Officer					0.80	
Court Security Total					0.80	
Court Enhancement Total					0.80	
Court Payments						
<u>Court Security</u>						
Court Security Officer	0.80	0.80				
Lead Court Security Officer			0.80	0.80		
Court Security Total	0.80	0.80	0.80	0.80		
Court Payments Total	0.80	0.80	0.80	0.80		
General Fund						
<u>Court</u>						

Schedule of Authorized Positions

Department/Fund/Program/Position	Amended FY2019	Amended FY2020	Amended FY2021	Authorized FY2022	Amended FY2022	Recom mended FY2023
City of Court						
Court Clerk I	4.00	4.00	4.00	4.00	4.00	4.00
Court Clerk II	1.00	1.00	1.00	1.00	1.00	1.00
Court Clerk III	3.00	3.00	3.00	3.00	3.00	3.00
Court Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Municipal Judge	1.00	1.00	1.00	1.00	1.00	1.00
Senior Court Clerk	1.00	1.00	1.00	1.00	1.00	1.00
Court Total	11.00	11.00	11.00	11.00	11.00	11.00
Court Security						
Court Security Officer	0.20	0.20				
Lead Court Security Officer			0.20	0.20	0.20	
Court Security Total	0.20	0.20	0.20	0.20	0.20	
General Fund Total	11.20	11.20	11.20	11.20	11.20	11.00
Public Safety Sales Tax						
Court						
Court Administrator	1.00	1.00	1.00	1.00	1.00	1.00
Court Clerk II	1.00	1.00	1.00	1.00	1.00	1.00
Court Clerk Specialist						1.00
Court Total	2.00	2.00	2.00	2.00	2.00	3.00
Court Security						
Lead Court Security Officer						1.00
Court Security Total						1.00
Public Safety Sales Tax Total	2.00	2.00	2.00	2.00	2.00	4.00
City Court Total	14.00	14.00	14.00	14.00	14.00	15.00
Development and Engineering						
Environmental Fund						
Environmental Programs						
Environmental & Sustainability Program Manager	1.00					
Sustainability Officer		1.00	1.00	1.00	1.00	
Environmental Programs Total	1.00	1.00	1.00	1.00	1.00	
Environmental Fund Total	1.00	1.00	1.00	1.00	1.00	
General Fund						
Building Services						
Building Permit Technician	1.00	1.00	1.00	1.00	1.00	1.00
Chief Building Official	1.00	1.00	1.00	1.00	1.00	1.00
Development Services Representative	1.00	1.00	1.00	1.00	1.00	1.00
Senior Building Inspector			3.00	3.00	3.00	3.00
Senior Building Permit Technician					1.00	1.00
Senior Building/Fire Inspector	2.00	2.00				
Senior Plans Examiner	1.00	1.00	1.00	1.00	1.00	1.00
Building Inspector						1.00
Plans Examiner						1.00
Building Services Total	6.00	6.00	7.00	7.00	8.00	10.00
Code Compliance						
Administrative Assistant	1.00	1.00				
Code Compliance Manager	1.00	1.00	1.00	1.00		
Code Compliance Officer	4.00	4.00	4.00	4.00		
Senior Code Compliance Officer	1.00	1.00	1.00	1.00		
Code Compliance Total	7.00	7.00	6.00	6.00		
Development Services Administr						
Administration Manager					1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00
Development & Engineering Services Assistant Director		1.00	2.00	2.00	2.00	2.00
Development & Engineering Services Director	1.00	1.00	1.00	1.00	1.00	1.00
Management Analyst	1.00	1.00	1.00	1.00	1.00	1.00
Senior Management Analyst	1.00	1.00	1.00	2.00	1.00	1.00
Development Services Administr Total	4.00	5.00	6.00	7.00	7.00	7.00
Engineering						
Assistant City Engineer				1.00		

Schedule of Authorized Positions

Department/Fund/Program/Position	Amended FY2019	Amended FY2020	Amended FY2021	Authorized FY2022	Amended FY2022	Recom mended FY2023
De Gr Engin CIP Manager		1.00	1.00	1.00	1.00	1.00
City Engineer	1.00	1.00	1.00		1.00	1.00
Construction Manager	1.00	1.00	1.00	1.00	1.00	1.00
Engineering Inspector	2.00	2.00	3.00	3.00	5.00	5.00
Engineering Permit Technician			1.00	1.00	1.00	1.00
Engineering Project Manager	3.00	2.00	2.00	3.00	2.00	2.00
Project Manager (CIPs)					2.00	2.00
Right-of-Way Management Coordinator					1.00	1.00
Senior Engineering Technician	1.00	1.00	1.00	1.00	1.00	1.00
Engineering Total	8.00	8.00	10.00	11.00	15.00	15.00
Planning						
Associate Planner				1.00	1.00	1.00
Division Lead Planner	1.00	1.00	1.00	1.00		
Planner	1.00	1.00	1.00	2.00	2.00	2.00
Planning Manager	1.00	1.00	1.00	1.00	1.00	1.00
Project Coordinator					2.00	2.00
Senior Planner	2.00	2.00	2.00	2.00	2.00	2.00
Planning Total	5.00	5.00	5.00	7.00	8.00	8.00
General Fund Total	30.00	31.00	34.00	38.00	38.00	40.00
Highway Users Rev Fund						
Engineering						
Pavement Management Coordinator	1.00	1.00	1.00	1.00	1.00	1.00
Engineering Total	1.00	1.00	1.00	1.00	1.00	1.00
Traffic Engineering						
Assistant Traffic Engineer	1.00	1.00	1.00	1.00		
Associate Traffic Engineer					1.00	1.00
Lead Traffic Signal Technician					1.00	
Senior Traffic Engineer					1.00	1.00
Senior Traffic Signal Technician					1.00	
Traffic Engineer	1.00	1.00	1.00	1.00		
Traffic Operations Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Traffic Operations Technician	2.00	2.00	2.00	2.00	2.00	2.00
Traffic Signal Technician					1.00	2.00
Traffic Traffic Signal Technician	1.00	1.00	1.00	1.00		1.00
Senior Traffic Traffic Signal Technician	1.00	1.00	1.00	1.00		1.00
Lead Traffic Traffic Signal Technician	1.00	1.00	1.00	1.00		1.00
Traffic Engineering Total	8.00	8.00	8.00	8.00	8.00	10.00
Highway Users Rev Fund Total	9.00	9.00	9.00	9.00	9.00	11.00
Development and Engineering Total	40.00	41.00	44.00	48.00	48.00	51.00
Economic Development						
American Rescue Plan Act						
Economic Development						
Neighborhood Revitalization Manager					1.00	1.00
Economic Development Total					1.00	1.00
American Rescue Plan Act Total					1.00	1.00
General Fund						
Economic Development						
Administrative Assistant				1.00		
Brand Specialist					1.00	1.00
Business Development Manager		2.00	3.00	3.00	3.00	3.00
Destination Sales Manager			1.00	1.00	1.00	1.00
Economic Development Analyst	1.00	1.00	1.00	1.00		
Economic Development Assistant Director		1.00	1.00	1.00	1.00	1.00
Economic Development Director	1.00	1.00	1.00	1.00	1.00	1.00
Employment & Business Development Professional	2.00	1.00				
Resource Specialist					1.00	1.00
Economic Development Total	4.00	6.00	7.00	8.00	8.00	8.00
General Fund Total	4.00	6.00	7.00	8.00	8.00	8.00

Schedule of Authorized Positions

Department/Fund/Program/Position	Amended FY2019	Amended FY2020	Amended FY2021	Authorized FY2022	Amended FY2022	Recom mended FY2023
Economic Development Total	4.00	6.00	7.00	8.00	9.00	9.00
Facilities						
General Fund						
Building Maintenance						
Administrative Assistant				0.50	0.50	0.50
Building Maintenance Worker		1.00	1.00	1.00	1.00	1.00
Facilities Director			1.00	1.00	1.00	1.00
Facilities Manager	1.00	1.00	1.00	1.00	1.00	1.00
Lead Building Maintenance Worker	1.00	1.00	1.00	1.00	1.00	1.00
Senior Building Maintenance Worker	2.00	2.00	2.00	3.00	3.00	3.00
Maintenance Technician						1.00
Senior Maintenance Technician						1.00
Day Porter						1.00
Building Maintenance Total	4.00	5.00	6.00	7.50	7.50	10.50
General Fund Total	4.00	5.00	6.00	7.50	7.50	10.50
Facilities Total	4.00	5.00	6.00	7.50	7.50	10.50
Finance and Budget						
General Fund						
Accounting						
Accountant	2.50	1.50	2.00	2.00	2.00	2.00
Accounting Manager		1.00	1.00	1.00	1.00	1.00
Accounting Specialist		1.00	3.00	3.00		
Accounts Payable Clerk	2.00	2.00				
AP and Payroll Manager				1.00		
AP and Payroll Supervisor	1.00	1.00	1.00			
Payroll Specialist	2.00					
Senior Accountant	2.00	2.00	2.00	2.00	2.00	2.00
Senior Management Analyst		1.00	1.00	1.00		
Accounting Total	9.50	9.50	10.00	10.00	5.00	5.00
Budget and Research						
Budget Analyst				1.00	1.00	1.00
Budget Manager	1.00	1.00	1.00	1.00	1.00	1.00
Senior Budget Analyst	2.00	2.00	3.00	3.00	3.00	3.00
Budget and Research Total	3.00	3.00	4.00	5.00	5.00	5.00
Finance Administration						
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00
Finance & Budget Assistant Director	2.00	1.00	1.00	1.00	1.00	1.00
Finance & Budget Director	1.00	1.00	1.00	1.00	1.00	1.00
Senior Management Analyst					1.00	1.00
Finance Administration Total	4.00	3.00	3.00	3.00	4.00	4.00
Internal Audit						
Senior Internal Auditor		1.00	1.00	1.00		
Internal Audit Total		1.00	1.00	1.00		
Procurement						
Contracts/Procurement Administrator		1.00	1.00	1.00	1.00	1.00
Procurement Manager	1.00	1.00	1.00	1.00	1.00	1.00
Procurement Officer					1.00	1.00
Senior Buyer	2.00	2.00	3.00	3.00	2.00	2.00
Buyer						1.00
Procurement Total	3.00	4.00	5.00	5.00	5.00	6.00
Revenue						
Accountant/Privilege Tax Auditor	1.00	1.00	1.00	1.00	1.00	1.00
Accounting Clerk	2.00	2.00	2.00	2.00	2.00	2.00
Revenue Manager	1.00	1.00	1.00	1.00	1.00	1.00
Revenue Total	4.00	4.00	4.00	4.00	4.00	4.00
Utility Billing and Customer S						
Customer Service Field Representative	1.00	1.00	1.00	1.00		
Customer Service Manager	1.00	1.00	1.00	1.00		

Schedule of Authorized Positions

Department/Fund/Program/Position	Amended FY2019	Amended FY2020	Amended FY2021	Authorized FY2022	Amended FY2022	Recom mended FY2023
Fin Gr Utility Customer Service Representative	2.00	2.00	2.00	2.00	2.00	2.00
Customer Service Supervisor					1.00	1.00
Lead Customer Service Representative	1.00	1.00	1.00	1.00		
Senior Customer Service Representative	3.00	3.00	3.00	4.00	4.00	4.00
Utility Billing Supervisor					1.00	1.00
Utility Billing and Customer S Total	8.00	8.00	8.00	9.00	8.00	8.00
Accounts Payable						
Accounting Specialist					4.00	4.00
Accounts Payable & Payroll Manager					1.00	1.00
Accounts Payable Total					5.00	5.00
General Fund Total	31.50	32.50	35.00	37.00	36.00	37.00
Finance and Budget Total	31.50	32.50	35.00	37.00	36.00	37.00
Fire and Medical						
General Fund						
Administration						
Administrative Assistant	1.00	1.00	1.00	1.00		
Assistant Fire Chief	1.00	1.00	1.00	1.00	1.00	1.00
Community Outreach Coordinator				1.00		
Deputy Fire Chief	1.00	1.00	1.00	1.00	1.00	1.00
Fire Chief	1.00	1.00	1.00	1.00	1.00	1.00
Logistics & Physical Resources Coordinator		1.00	1.00	1.00	1.00	1.00
Management Analyst					1.00	1.00
Senior Management Analyst		1.00	1.00	1.00	1.00	1.00
Administration Total	4.00	6.00	6.00	7.00	6.00	6.00
Community Risk Reduction						
Community Outreach Coordinator	1.00	1.00	1.00	1.00	1.00	1.00
Community Risk Reduction/Fire Investigator	2.00	2.00	2.00	2.00	3.00	3.00
Fire Marshal	1.00	1.00	1.00	1.00	1.00	1.00
Community Risk Reduction Total	4.00	4.00	4.00	4.00	5.00	5.00
Emergency Management						
Senior Advisor for Emergency Preparedness	1.00					
Emergency Management Total	1.00					
Emergency Medical Services						
Deputy Fire Chief			1.00	1.00	1.00	1.00
Fire Captain					1.00	1.00
Emergency Medical Services Total			1.00	1.00	2.00	2.00
Intervention Services						
Fire Battalion Chief	3.00	3.00	3.00	3.00	3.00	3.00
Fire Captain	11.00	11.00	10.00	10.00	14.00	14.00
Fire Engineer	11.00	11.00	11.00	11.00	14.00	14.00
Firefighter	23.00	23.00	23.00	23.00	18.00	18.00
Firefighter (Overhire)					-	-
Intervention Services Total	48.00	48.00	47.00	47.00	49.00	49.00
Low Acuity Unit						
Firefighter					5.00	5.00
Firefighter (Overhire)					-	-
Low Acuity Unit Total					5.00	5.00
Professional Development						
Fire Battalion Chief			1.00	1.00	1.00	1.00
Fire Captain	2.00	2.00	3.00	3.00	1.00	1.00
Fire Division Chief	1.00	1.00				
Professional Development Total	3.00	3.00	4.00	4.00	2.00	2.00
SAFER Grant Program						
Fire Captain			0.69	0.69		
Fire Engineer			0.69	0.69		
Firefighter			1.84	1.84		
SAFER Grant Program Total			3.22	3.22		
General Fund Total	60.00	61.00	65.22	66.22	69.00	69.00

Schedule of Authorized Positions

Department/Fund/Program/Position	Amended FY2019	Amended FY2020	Amended FY2021	Authorized FY2022	Amended FY2022	Recom mended FY2023
Fire						
Other Grants						
Professional Development						
AZCFSE Program Coordinator	2.00	2.00	2.00	2.00		
Professional Development Total	2.00	2.00	2.00	2.00		
SAFER Grant Program						
Fire Captain			2.31	2.31		
Fire Engineer			2.31	2.31		
Firefighter			6.16	6.16	14.00	14.00
SAFER Grant Program Total			10.78	10.78	14.00	14.00
Other Grants Total	2.00	2.00	12.78	12.78	14.00	14.00
Public Safety Sales Tax						
Intervention Services						
Fire Captain	4.00	4.00	4.00	4.00	4.00	4.00
Fire Engineer	4.00	4.00	4.00	4.00	4.00	4.00
Firefighter	7.00	7.00	7.00	7.00	6.00	6.00
Intervention Services Total	15.00	15.00	15.00	15.00	14.00	14.00
Public Safety Sales Tax Total	15.00	15.00	15.00	15.00	14.00	14.00
Fire and Medical Total	77.00	78.00	93.00	94.00	97.00	97.00
Human Resources						
General Fund						
Human Resources						
Administrative Assistant				0.50	0.50	0.50
Benefits Manager				1.00	1.00	1.00
Benefits Program Manager	1.00	1.00	1.00			
Human Resources Assistant Director	1.00	1.00	1.00	1.00	1.00	1.00
Human Resources Director	1.00	1.00	1.00	1.00	1.00	1.00
Human Resources Manager			1.00	1.00	1.00	1.00
Human Resources Specialist	2.00	2.00	3.00	3.00	3.00	3.00
Senior Human Resources Analyst	3.00	3.00	5.00	5.00	5.00	5.00
Organizational Development/Training Manager						1.00
Human Resources Total	8.00	8.00	12.00	12.50	12.50	13.50
General Fund Total	8.00	8.00	12.00	12.50	12.50	13.50
Risk Management						
Risk Management Operations						
Risk Manager	0.60	0.60	0.60	0.60	0.60	0.60
Safety Officer	0.20	0.20	0.20	0.20	0.20	0.20
Risk Management Operations Total	0.80	0.80	0.80	0.80	0.80	0.80
Risk Management Total	0.80	0.80	0.80	0.80	0.80	0.80
Workers Compensation						
Workers Compensation Operation						
Risk Manager	0.40	0.40	0.40	0.40	0.40	0.40
Safety Officer	0.80	0.80	0.80	0.80	0.80	0.80
Workers Compensation Operation Total	1.20	1.20	1.20	1.20	1.20	1.20
Workers Compensation Total	1.20	1.20	1.20	1.20	1.20	1.20
Human Resources Total	10.00	10.00	14.00	14.50	14.50	15.50
Information Technology						
General Fund						
GIS						
GIS Analyst	2.00	2.00	2.00	2.00	2.00	2.00
GIS Technician	1.00	1.00	1.00	2.00	2.00	2.00
GIS Total	3.00	3.00	3.00	4.00	4.00	4.00
IT Business Systems						
IT Applications Architect	1.00	1.00	1.00	1.00	1.00	1.00
IT Business Application Administrator					1.00	1.00
IT Systems Analyst	2.00	2.00	1.00	1.00		
Senior IT Applications Administrator	1.00	1.00	1.00	2.00	2.00	2.00
Senior IT Applications Developer	2.00	2.00	2.00	2.00	2.00	2.00
IT Business Systems Total	6.00	6.00	5.00	6.00	6.00	6.00

Schedule of Authorized Positions

Department/Fund/Program/Position	Amended FY2019	Amended FY2020	Amended FY2021	Authorized FY2022	Amended FY2022	Recom mended FY2023
Information Technology Customer Support						
IT Desktop Technician	1.00	1.00	1.00	1.00		
IT Desktop Technician 1					1.00	1.00
IT Desktop Technician 2					1.00	1.00
IT Desktop Technician 3					1.00	1.00
Senior IT Desktop Technician	2.00	2.00	2.00	2.00		
Desktop Analyst Supervisor						1.00
IT Customer Support Total	3.00	3.00	3.00	3.00	3.00	4.00
IT Infrastructure & Communication						
IT Operations Manager					1.00	1.00
IT Security Analyst					1.00	1.00
IT Systems Administrator					1.00	1.00
IT Systems Analyst - Library	1.00	1.00	1.00	1.00		
Senior IT Network Engineer	1.00	1.00	2.00	2.00	2.00	2.00
Senior IT Systems Administrator	3.00	3.00	3.00	3.00	1.00	1.00
IT Infrastructure & Communication Total	5.00	5.00	6.00	6.00	6.00	6.00
Technology Administration						
Assistant Chief Information Officer	1.00	1.00	1.00	1.00	1.00	1.00
Chief Information Officer	1.00	1.00	1.00	1.00	1.00	1.00
IT Assistant			1.00	1.00	1.00	1.00
IT Project Manager				1.00	1.00	1.00
Senior Management Analyst			1.00	1.00	1.00	1.00
Technology Administration Total	2.00	2.00	4.00	5.00	5.00	5.00
General Fund Total	19.00	19.00	21.00	24.00	24.00	25.00
Sewer Operations						
SCADA						
SCADA Instrumentation Control Analyst		0.50	1.00	1.00	0.50	0.50
SCADA Technician		0.50				
SCADA Total		1.00	1.00	1.00	0.50	0.50
Sewer Operations Total		1.00	1.00	1.00	0.50	0.50
Water Operations						
SCADA						
SCADA Instrumentation Control Analyst		0.50	1.00	1.00	0.50	0.50
SCADA Technician		0.50				
SCADA Total		1.00	1.00	1.00	0.50	0.50
Water Operations Total		1.00	1.00	1.00	0.50	0.50
Information Technology Total	19.00	21.00	23.00	26.00	25.00	26.00
Marketing and Public Relations						
General Fund						
Marketing and Public Relations						
Administrative Assistant				1.00		
Communications and Marketing Program Manager	1.00	1.00	1.00	1.00	1.00	1.00
Digital and Communications Specialist			1.00	1.00	1.00	1.00
Digital Media Program Manager	1.00	1.00	1.00	1.00	1.00	1.00
Graphic Designer		1.00	1.00	1.00		
Marketing & Public Relations Director	1.00	1.00	1.00	1.00	1.00	1.00
Marketing and Public Relations Coordinator					1.00	1.00
Senior Graphic Designer				1.00	2.00	2.00
Marketing and Public Relations Total	3.00	4.00	5.00	7.00	7.00	7.00
General Fund Total	3.00	4.00	5.00	7.00	7.00	7.00
Marketing and Public Relations Total	3.00	4.00	5.00	7.00	7.00	7.00
Neighborhood and Family Services						
American Rescue Plan Act						
Community Action Program						
Human Services Coordinator					1.00	1.00
Human Services Specialist					1.00	1.00
Community Action Program Total					2.00	2.00
Homeless Services						

Schedule of Authorized Positions

Department/Fund/Program/Position	Amended FY2019	Amended FY2020	Amended FY2021	Authorized FY2022	Amended FY2022	Recom mended FY2023
Ne Ar Home Homeless Services Coordinator					1.00	1.00
Homeless Services Total					1.00	1.00
Revitalization						
Neighborhood Specialist					1.00	1.00
Revitalization Total					1.00	1.00
Youth Services Division						
Youth and Community Engagement Coordinator					1.00	1.00
Youth and Community Engagement Manager					1.00	1.00
Youth Services Division Total					2.00	2.00
American Rescue Plan Act Total					6.00	6.00
Community Action Program						
Community Action Program						
Community Action Coordinator					1.00	1.00
Human Services Specialist	2.00	1.00	1.00	1.00	1.00	1.00
Community Action Program Total	2.00	1.00	1.00	1.00	2.00	2.00
Homeless Service Providers						
Homeless Services Specialist		1.00	1.00	1.00		
Homeless Service Providers Total		1.00	1.00	1.00		
Community Action Program Total	2.00	2.00	2.00	2.00	2.00	2.00
Community Dev Block						
CDBG/Home Admin						
Housing and Community Development Manager					1.00	1.00
CDBG/Home Admin Total					1.00	1.00
Minor Rehabilitation						
Housing Rehabilitation Coordinator					1.00	1.00
Minor Rehabilitation Total					1.00	1.00
Neighborhood & Family Services						
Housing and Community Development Manager	1.00	1.00	1.00	1.00		
Housing Rehabilitation Coordinator		1.00	1.00	1.00		
Neighborhood & Family Services Total	1.00	2.00	2.00	2.00		
Community Dev Block Total	1.00	2.00	2.00	2.00	2.00	2.00
General Fund						
Community Action Program						
Human Services Specialist		1.00	1.00	1.00		
Community Action Program Total		1.00	1.00	1.00		
Family Services						
Administrative Assistant			2.00	2.00	1.00	1.00
Family Services Manager	1.00	1.00	1.00	1.00	1.00	1.00
Family Services Total	1.00	1.00	3.00	3.00	2.00	2.00
Homeless Services						
Homeless Crisis Intervention Coordinator					1.00	1.00
Homeless Outreach Specialist					1.00	1.00
Homeless Services Coordinator					1.00	1.00
Homeless Services Manager					1.00	1.00
Homeless Services Total					4.00	4.00
Library - Civic Center						
Community Outreach Manager	1.00	1.00	1.00	1.00		
Librarian	1.00			1.00		
Librarian I					1.00	1.00
Librarian III					2.00	2.00
Library Assistant	2.25	2.00	3.00	3.00	2.75	2.75
Library Branch Supervisor		1.00	1.00	1.00	1.00	1.00
Library Page	1.00	1.00	1.00	1.00	1.00	1.00
Library Programs Specialist	1.50	1.50	1.50	2.50	1.50	1.50
Library Collections Manager						1.00
Library - Civic Center Total	6.75	6.50	7.50	9.50	9.25	10.25
Library - Sam Garcia						
Librarian	1.00					

Schedule of Authorized Positions

Department/Fund/Program/Position	Amended FY2019	Amended FY2020	Amended FY2021	Authorized FY2022	Amended FY2022	Recom mended FY2023
Neighborhood & Family Services Library Assistant	2.00	2.25	2.25	2.25	2.50	2.50
Library Branch Supervisor		1.00	1.00	1.00	1.00	1.00
Library Operations Manager	1.00	1.00	1.00	1.00		
Library Page	0.50	0.50	0.50	0.50	0.50	0.50
Library Programs Specialist	1.50	1.50	1.50	1.50	2.50	2.50
Library - Sam Garcia Total	6.00	6.25	6.25	6.25	6.50	6.50
Library Administration						
Library Manager	1.00	1.00	1.00	1.00	1.00	1.00
Library Administration Total	1.00	1.00	1.00	1.00	1.00	1.00
Neighborhood & Family Services						
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00
Neighborhood & Family Services Assistant Director		1.00	1.00	1.00	1.00	1.00
Neighborhood & Family Services Director	1.00	1.00	1.00	1.00	1.00	1.00
Housing & Community Development Manager						1.00
Neighborhood & Family Services Total	2.00	3.00	3.00	3.00	3.00	4.00
Revitalization						
Neighborhood Revitalization Manager	1.00	1.00	1.00	1.00		
Neighborhood Specialist	1.00	1.00	1.00	1.00		
Revitalization Total	2.00	2.00	2.00	2.00		
Senior Services Admin						
Senior Services Manager					1.00	1.00
Senior Services Admin Total					1.00	1.00
Senior Transportation						
Senior Programs Driver					0.25	0.25
Senior Transportation Total					0.25	0.25
Youth Services Division						
Community Engagement Coordinator	1.00	1.00				
Community Engagement Manager	1.00	1.00				
Youth and Community Engagement Coordinator			1.00	1.00		
Youth and Community Engagement Manager			1.00	1.00		
Youth Services Division Total	2.00	2.00	2.00	2.00		
General Fund Total	20.75	22.75	25.75	27.75	27.00	29.00
Other Grants						
First Things First						
Family Education Assistant		1.00	1.00	1.00	1.00	1.00
Family Education Specialist		1.00	1.00	1.00	1.00	1.00
First Things First Total		2.00	2.00	2.00	2.00	2.00
Resource Center						
Administrative Assistant					1.00	1.00
Customer Service Representative				1.00	1.00	1.00
Resource Center Coordinator		1.00	1.00	1.00	1.00	1.00
Resource Center Total		1.00	1.00	2.00	3.00	3.00
Other Grants Total		3.00	3.00	4.00	5.00	5.00
Senior Nutrition						
Congregate Meals						
Cook	0.80	0.80	0.80	0.80	0.40	0.40
Lead Cook					0.40	0.40
Senior Programs Assistant	0.50	0.25	0.25	0.25	0.25	0.25
Senior Programs Coordinator	0.25	0.25	0.25	0.25	0.25	0.25
Senior Programs Specialist	0.25	0.25	0.25	0.25	0.25	0.25
Congregate Meals Total	1.80	1.55	1.55	1.55	1.55	1.55
Home Delivered Meals						
Cook	1.20	1.20	1.20	1.20	0.60	0.60
Lead Cook					0.60	0.60
Senior Programs Coordinator	0.25	0.25	0.25	0.25	0.25	0.25
Senior Programs Driver	0.25	1.25	1.25	1.25	1.25	1.25
Senior Programs Specialist	0.50	0.50	0.50	0.50	0.50	0.50
Home Delivered Meals Total	2.20	3.20	3.20	3.20	3.20	3.20

Schedule of Authorized Positions

Department/Fund/Program/Position	Amended FY2019	Amended FY2020	Amended FY2021	Authorized FY2022	Amended FY2022	Recom mended FY2023
Ne Se MSCO - Activities						
Senior Programs Assistant	0.50	0.25	0.25	0.25	0.25	0.25
Senior Programs Coordinator	0.25	0.25	0.25	0.25	0.25	0.25
Senior Programs Specialist	1.15	1.15	1.15	1.15	1.15	1.15
MSCO - Activities Total	1.90	1.65	1.65	1.65	1.65	1.65
Senior Transportation						
Senior Programs Assistant		0.50	0.50	0.50	0.50	0.50
Senior Programs Coordinator	0.25	0.25	0.25	0.25	0.25	0.25
Senior Programs Driver	0.25	1.25	1.25	1.25	1.00	1.00
Senior Programs Specialist	0.10	0.10	0.10	0.10	0.10	0.10
Senior Transportation Total	0.60	2.10	2.10	2.10	1.85	1.85
Senior Nurtrition Total	6.50	8.50	8.50	8.50	8.25	8.25
Neighborhood and Family Serv Total	30.25	38.25	41.25	44.25	50.25	52.25
Parks and Recreation						
General Fund						
Coffee Cart						
Barista					1.00	
Coffee Cart Total					1.00	
Grounds Maintenance						
Parks & Recreation Facilities Lead	1.00	1.00				
Parks Maintenance Lead			1.00	3.00	3.00	3.00
Parks Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Parks Maintenance Worker	5.00	6.00	6.00	7.00	7.00	9.00
Parks Specialist		1.50	3.00	4.80	4.80	4.80
Parks Technician	2.00	2.00	2.00	2.00	2.00	2.00
Grounds Maintenance Total	9.00	11.50	13.00	17.80	17.80	19.80
Parks and Recreation Administral						
Administrative Assistant	1.00					
Management Analyst		1.00	1.00	1.00		
Parks & Recreation Assistant Director	1.00	1.00	1.00	1.00	1.00	1.00
Parks & Recreation Director	1.00	1.00	1.00	1.00	1.00	1.00
Senior Management Analyst					1.00	1.00
Administrative Support						0.50
Parks and Recreation Administral Total	3.00	3.00	3.00	3.00	3.00	3.50
Recreation						
Customer Service Representative					1.00	1.00
Customer Service Specialist		1.00	1.00	1.00		
Recreation Assistant		8.00	7.50	7.50	7.50	7.50
Recreation Coordinator	2.00	2.00	3.00	3.00	3.00	3.00
Recreation Programmer			3.00	3.00	3.00	3.00
Recreation Specialist		2.00	0.50	0.50	0.50	0.50
Recreation Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Recreation Total	3.00	14.00	16.00	16.00	16.00	16.00
Aquatic Center						
Recreation Coordinator						1.00
Recreation Programmer						1.00
Maintenance Technician						1.00
Lifeguards (35)						35.00
Aquatic Center Total						38.00
Community Center						
Recreation Assistant						1.00
Recreation Programmer						1.00
Community Center Total						2.00
General Fund Total	15.00	28.50	32.00	36.80	37.80	79.30
Parks and Recreation Total	15.00	28.50	32.00	36.80	37.80	79.30
Police						
Family Advocacy Center						
Family Advocacy						

Schedule of Authorized Positions

Department/Fund/Program/Position	Amended FY2019	Amended FY2020	Amended FY2021	Authorized FY2022	Amended FY2022	Recom mended FY2023
Pol Fa Famil Administrative Assistant	1.00	1.00	1.00	1.00		
Family Advocacy Center Coordinator					1.00	1.00
Family Advocacy Center Manager	1.00	1.00	1.00	1.00	1.00	1.00
Family Advocacy Center Prevention Specialist	1.00	1.00	1.00	1.00	1.00	1.00
Family Advocacy Center Victim Advocate	1.00	1.00	1.00	1.00	1.00	1.00
Mental Health Therapist		2.00	2.00	2.00		
Police Forensic Interviewer	1.00	1.00	1.00	1.00	1.00	1.00
Family Advocacy Total	5.00	7.00	7.00	7.00	5.00	5.00
Family Advocacy Center VOCA						
Mental Health Therapist					2.00	2.00
Family Advocacy Center VOCA Total					2.00	2.00
Family Advocacy Center Total	5.00	7.00	7.00	7.00	7.00	7.00
General Fund						
Administration						
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Police Chief	1.00	2.00	2.00	2.00	2.00	2.00
Police Administration Manager	1.00	1.00	1.00	1.00	1.00	1.00
Police Chief	1.00	1.00	1.00	1.00	1.00	1.00
Police Officer	1.00	1.00	1.00	1.00	1.00	1.00
Volunteer Coordinator	1.00	1.00	1.00	1.00	1.00	1.00
Administration Total	6.00	7.00	7.00	7.00	7.00	7.00
Agua Fria High School SRO						
Police Officer	1.00	1.00	1.00	1.00	1.00	1.00
Agua Fria High School SRO Total	1.00	1.00	1.00	1.00	1.00	1.00
Communications						
Police Communications Dispatcher	16.00	16.00	16.00	17.00	17.00	17.00
Police Communications Manager	1.00	1.00	1.00	1.00	1.00	1.00
Police Communications Supervisor	4.00	4.00	4.00	4.00	4.00	4.00
Communications Total	21.00	21.00	21.00	22.00	22.00	22.00
Community Action Team						
Police Officer	5.00	5.00	9.00	8.00	8.00	8.00
Police Sergeant	1.00	1.00	1.00	1.00	1.00	1.00
Community Action Team Total	6.00	6.00	10.00	9.00	9.00	9.00
Community Programs						
Community Services Advocate	1.00	1.00	1.00	1.00		
Community Services Victim Advocate					1.00	1.00
Police Community Services Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Police Officer	1.00	1.00	2.00	2.00	2.00	2.00
Community Programs Total	3.00	3.00	4.00	4.00	4.00	4.00
Detention						
Detention Officer	5.00	5.00	5.00	5.00	5.00	5.00
Detention Supervisor	2.00	2.00	2.00	2.00	2.00	2.00
Detention Support Services Manager	1.00	1.00	1.00	1.00	1.00	1.00
Detention Total	8.00	8.00	8.00	8.00	8.00	8.00
Estrella High School SRO						
Police Officer			1.00	1.00		
Estrella High School SRO Total			1.00	1.00		
Investigations						
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00
Identification Technician	1.00	1.00	1.00	1.00	1.00	1.00
Police Crime Analyst	1.00	1.00	1.00	1.00	1.00	1.00
Police Lieutenant	1.00	1.00	1.00	1.00	1.00	1.00
Police Officer	13.00	14.00	14.00	14.00	13.00	13.00
Police Sergeant	4.00	4.00	5.00	5.00	5.00	5.00
Identification Supervisor						1.00
Investigations Total	21.00	22.00	23.00	23.00	22.00	23.00
Litchfield Park						
Police Officer				6.00	6.00	6.00

Schedule of Authorized Positions

Department/Fund/Program/Position	Amended FY2019	Amended FY2020	Amended FY2021	Authorized FY2022	Amended FY2022	Recom mended FY2023
Police Litchfield Police Sergeant				1.00	1.00	1.00
Litchfield Park Total				7.00	7.00	7.00
Patrol						
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00
Community Service Officer			3.00	3.00	3.00	3.00
Police Lieutenant	3.00	3.00	3.00	3.00	3.00	3.00
Police Officer	41.00	41.00	45.00	48.00	49.00	49.00
Police Officer - Over Hire		3.00	3.00	3.00	3.00	3.00
Police Sergeant	9.00	9.00	10.00	11.00	11.00	11.00
Patrol Total	54.00	57.00	65.00	69.00	70.00	70.00
PD Grant Programs						
Police Officer	1.00					
PD Grant Programs Total	1.00					
Professional Standards						
Municipal Security Officer				1.00		
Police Officer	2.00	2.00	2.00	2.00	2.00	2.00
Police Officer (Background/Hiring Investigator)					1.00	1.00
Police Sergeant	2.00	2.00	2.00	2.00	1.00	1.00
Policy and Procedures Analyst	1.00	1.00	1.00	1.00		
Professional Standards Total	5.00	5.00	5.00	6.00	4.00	4.00
Records						
CAD-RMS Systems Analyst	1.00	1.00	1.00	1.00	1.00	1.00
Police Records Clerk	4.00	4.00	4.00	4.00	3.00	3.00
Police Records Clerk II					1.00	1.00
UCR and Alarm Coordinator	1.00	1.00	1.00	1.00	1.00	1.00
Records Total	6.00	6.00	6.00	6.00	6.00	6.00
Support Services						
Animal Control Officer	2.00	2.00	2.00	2.00	2.00	2.00
Municipal Security Officer			3.00	3.00		
Park Ranger	1.00	3.00	3.00	4.00	4.00	6.00
Police Support Services Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Property & Evidence Custodian	2.00	2.00	2.00	2.00	2.00	2.00
Support Services Total	6.00	8.00	11.00	12.00	9.00	11.00
Traffic						
Records and Vehicle Impound Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Vehicle Impound Coordinator	1.00	1.00	0.50	0.50	0.54	0.54
Traffic Total	2.00	2.00	1.50	1.50	1.54	1.54
Westview High School SRO						
Police Officer	2.00	3.00	3.00	3.00	3.00	3.00
Westview High School SRO Total	2.00	3.00	3.00	3.00	3.00	3.00
General Fund Total	142.00	149.00	166.50	179.50	173.54	176.54
Public Safety Sales Tax						
Administration						
Senior Management Assistant						1.00
Administration Total						1.00
Communications						
Dispatcher						1.00
Communications Total						1.00
Detention						
Detention Officer	3.00	3.00	3.00	3.00	3.00	3.00
Detention Total	3.00	3.00	3.00	3.00	3.00	3.00
Estrella High School SRO						
Police Officer					1.00	1.00
Estrella High School SRO Total					1.00	1.00
Investigations						
Identification Technician	1.00	1.00	1.00	1.00	1.00	1.00
Police Officer	2.00	2.00	2.00	2.00	2.00	2.00
Property & Evidence Supervisor	1.00	1.00	1.00	1.00	1.00	1.00

Schedule of Authorized Positions

Department/Fund/Program/Position	Amended FY2019	Amended FY2020	Amended FY2021	Authorized FY2022	Amended FY2022	Recom mended FY2023
Police Investigations Total	4.00	4.00	4.00	4.00	4.00	4.00
Patrol						
Community Service Officer	1.00	1.00				2.00
Police Lieutenant	2.00	2.00	2.00	2.00	2.00	2.00
Police Officer	23.00	29.00	29.00	29.00	29.00	34.00
Support Services Officer			1.00	1.00	1.00	1.00
Patrol Squad Sergeant						1.00
Patrol Total	26.00	32.00	32.00	32.00	32.00	40.00
Traffic						
Police Officer	5.00	6.00	6.00	6.00	6.00	6.00
Police Sergeant	1.00	1.00	1.00	1.00	1.00	1.00
Traffic Total	6.00	7.00	7.00	7.00	7.00	7.00
Public Safety Sales Tax Total	39.00	46.00	46.00	46.00	47.00	57.00
Tow Impound						
Traffic						
Vehicle Impound Coordinator			0.50	0.50	0.46	0.46
Traffic Total			0.50	0.50	0.46	0.46
Tow Impound Total			0.50	0.50	0.46	0.46
Police Total	186.00	202.00	220.00	233.00	228.00	241.00
Public Safety						
General Fund						
Code Compliance						
Code Compliance Manager					1.00	1.00
Code Compliance Officer					4.00	4.00
Senior Code Compliance Officer					1.00	1.00
Code Compliance Total					6.00	6.00
Community Outreach						
Community Outreach Coordinator					1.00	1.00
Community Outreach Total					1.00	1.00
Emergency Management						
Emergency Management Chief					1.00	1.00
Emergency Management Total					1.00	1.00
Public Safety Administration						
Police Sergeant					1.00	1.00
Policy and Procedures Analyst					1.00	1.00
Public Safety Chief					1.00	1.00
Public Safety Lieutenant					1.00	1.00
Accountability Inspection Officer						1.00
Administrative Support						1.00
Public Safety Administration Total					4.00	6.00
Security						
Municipal Security Officer					6.00	7.00
Municipal Security Sergeant					1.00	1.00
Security Total					7.00	8.00
Threat Liaison Office						
Fire Captain-Terrorism Liaison Officer					1.00	1.00
Threat Liaison Office Total					1.00	1.00
General Fund Total					20.00	23.00
Public Safety Sales Tax						
Code Compliance						
Code Compliance Officer						1.00
Code Compliance Total						1.00
Public Safety Sales Tax Total						1.00
Public Safety Total					20.00	24.00
Public Works						
Environmental Fund						
Environmental Programs						
Environmental Coordinator						1.00

Schedule of Authorized Positions

Department/Fund/Program/Position	Amended FY2019	Amended FY2020	Amended FY2021	Authorized FY2022	Amended FY2022	Recom mended FY2023
Pul Er Envir Sustainability Officer						1.00
Environmental Programs Total						2.00
Environmental Fund Total						2.00
Fleet Services						
Fleet Services						
Administrative Assistant	0.30	0.30	0.20	0.20	0.20	0.20
Automotive Equipment Mechanic	4.00	4.00	5.00	5.00	5.00	5.00
Customer Service Representative			0.10	0.10	0.10	0.10
Equipment Parts Specialist	1.00	1.00	1.00	1.00	1.00	1.00
Fleet Services Coordinator	1.00	1.00	1.00	1.00	1.00	1.00
Fleet Services Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Public Works Administration Manager					0.10	0.10
Public Works Assistant Director	0.10	0.10				
Public Works Deputy Director			0.25	0.25	0.25	0.25
Public Works Director	0.10	0.10	0.10	0.10	0.10	0.10
Senior Management Analyst	0.10	0.10	0.10	0.10		
Fleet Services Total	7.60	7.60	8.75	8.75	8.75	8.75
Fleet Services Total	7.60	7.60	8.75	8.75	8.75	8.75
Highway Users Rev Fund						
Street Maintenance						
Administrative Assistant	0.15	0.15	0.10	0.10	0.10	0.10
Customer Service Representative			0.05	0.05	0.05	0.05
Equipment Operator	8.00	8.00	8.00	8.00	8.00	9.00
Lead Equipment Operator	1.00	1.00	1.00	1.00	1.00	2.00
Public Works Administration Manager					0.05	0.05
Public Works Assistant Director	0.05	0.05				
Public Works Deputy Director			0.25	0.25	0.25	0.25
Public Works Director	0.05	0.05	0.05	0.05	0.05	0.05
Senior Equipment Operator	1.00	1.00	1.00	1.00	1.00	1.00
Senior Management Analyst	0.05	0.05	0.05	0.05		
Streets Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Street Maintenance Total	11.30	11.30	11.50	11.50	11.50	13.50
Highway Users Rev Fund Total	11.30	11.30	11.50	11.50	11.50	13.50
Sewer Operations						
Sewer Administration						
Administrative Assistant	0.90	0.90	0.60	0.60	0.60	0.60
Customer Service Representative			0.30	0.30	0.30	0.30
Engineering Project Manager			0.50	0.50	0.50	1.00
Public Works Administration Manager					0.30	0.30
Public Works Assistant Director	0.30	0.30	0.50	0.50	0.50	0.50
Public Works Director	0.30	0.30	0.30	0.30	0.30	0.30
Senior Management Analyst	0.30	0.30	0.30	0.80	0.50	0.50
Sewer Administration Total	1.80	1.80	2.50	3.00	3.00	3.50
Wastewater Collection						
Lead Wastewater Collections Operator	1.00	1.00	1.00	1.00	1.00	1.00
Mechanic	1.00	1.00	1.00	1.00	1.00	1.00
Public Works Superintendent	0.25	0.25	0.25	0.25		
Senior Wastewater Collections Operator	2.00	2.00	2.00	2.00	2.00	2.00
Utility Operations Manager					0.25	0.25
Wastewater Collections Operator	2.00	2.00	2.00	2.00	2.00	2.00
Wastewater Collections Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Wastewater Collection Total	7.25	7.25	7.25	7.25	7.25	7.25
Water Reclamation Facility						
Electrician	1.00	1.00	1.00	1.00		
Environmental Coordinator	1.00	1.00	1.00	1.00	1.00	1.00
Lead Water Reclamation Operator	1.00	1.00	1.00	1.00	1.00	1.00
Public Works Superintendent	0.25	0.25	0.25	0.25		
SCADA Technician	0.50				0.50	0.50

Schedule of Authorized Positions

Department/Fund/Program/Position	Amended FY2019	Amended FY2020	Amended FY2021	Authorized FY2022	Amended FY2022	Recom mended FY2023
PulSe Water Senior Water Reclamation Mechanic	1.00	1.00	1.00	1.00	1.00	1.00
Senior Water Reclamation Operator	3.00	3.00	3.00	3.00	3.00	3.00
Utility Electrician					1.00	1.00
Utility Operations Manager					0.25	0.25
Water Reclamation Facility Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Water Reclamation Mechanic	1.00	1.00	1.00	1.00	1.00	1.00
Water Reclamation Operator	3.00	3.00	3.00	3.00	3.00	3.00
Water Reclamation Facility Total	12.75	12.25	12.25	12.25	12.75	12.75
Sewer Operations Total	21.80	21.30	22.00	22.50	23.00	23.50
Solid Waste Operations						
Green Waste						
Equipment Operator	2.00	2.00	2.00	2.00	2.00	
Green Waste Total	2.00	2.00	2.00	2.00	2.00	
Recycling						
Recycling Coordinator/Inspector		1.00	1.00	1.00		
Solid Waste Inspector	1.00	1.00	1.00	1.00	2.00	2.00
Recycling Total	1.00	2.00	2.00	2.00	2.00	2.00
Solid Waste						
Administrative Assistant	0.75	0.75	0.50	0.50	0.50	0.50
Customer Service Representative			0.25	0.25	0.25	0.25
Equipment Operator	7.00	8.00	8.00	9.00	9.00	10.00
Lead Equipment Operator	1.00	1.00	1.00	1.00	1.00	1.00
Public Works Administration Manager					0.25	0.25
Public Works Assistant Director	0.25	0.25				
Public Works Deputy Director			0.50	0.50	0.50	0.50
Public Works Director	0.25	0.25	0.25	0.25	0.25	0.25
Senior Equipment Operator	3.00	2.00	2.00	2.00	2.00	2.00
Senior Management Analyst	0.25	0.25	0.25	0.25		
Solid Waste Manager				1.00	1.00	1.00
Solid Waste Supervisor	1.00	1.00	1.00	2.00	2.00	2.00
Solid Waste Total	13.50	13.50	13.75	16.75	16.75	17.75
Uncontained						
Equipment Operator	4.00	4.00	4.00	6.00	6.00	8.00
Uncontained Total	4.00	4.00	4.00	6.00	6.00	8.00
Solid Waste Operations Total	20.50	21.50	21.75	26.75	26.75	27.75
Transit Fund						
Transit						
Transit Manager					1.00	1.00
Transit Total					1.00	1.00
Transit Fund Total					1.00	1.00
Water Operations						
Public Works Administration						
Administrative Assistant	0.90	0.90	0.60	0.60	0.60	0.60
Customer Service Representative			0.30	0.30	0.30	0.30
Engineering Project Manager	1.00	1.00	0.50	0.50	0.50	1.00
Public Works Administration Manager					0.30	0.30
Public Works Assistant Director	0.30	0.30	0.50	0.50	0.50	0.50
Public Works Director	0.30	0.30	0.30	0.30	0.30	0.30
Public Works Project Inspector	1.00	1.00	1.00	1.00	1.00	1.00
SCADA Instrumentation Control Analyst	1.00					
Senior Management Analyst	0.30	0.30	0.30	0.80	0.50	0.50
Public Works Administration Total	4.80	3.80	3.50	4.00	4.00	4.50
Water Distribution						
Lead Water Distribution Operator	1.00	1.00	1.00	1.00	1.00	1.00
Public Works Superintendent	0.25	0.25	0.25	0.25		
Senior Water Distribution Operator	2.00	2.00	2.00	3.00	3.00	3.00
Senior Water Meter Technician					1.00	1.00
Utility Location Specialist	1.00	1.00	1.00	1.00	1.00	1.00

Schedule of Authorized Positions

Department/Fund/Program/Position	Amended FY2019	Amended FY2020	Amended FY2021	Authorized FY2022	Amended FY2022	Recom mended FY2023
Pul W Water Utility Operations Manager					0.25	0.25
Water Distribution Operator	7.00	7.00	7.00	7.00	7.00	8.00
Water Distribution Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Water Meter Technician	2.00	2.00	2.00	2.00	2.00	3.00
Water Distribution Total	14.25	14.25	14.25	15.25	16.25	18.25
Water Production						
Public Works Superintendent	0.25	0.25	0.25	0.25		
SCADA Technician	0.50				0.50	0.50
Senior Water Production & Treatment Operator	2.00	2.00	2.00	2.00	2.00	2.00
Senior Water Production Mechanic	1.00	1.00	1.00	1.00	1.00	1.00
Utility Operations Manager					0.25	0.25
Water Production & Treatment Operator	2.00	2.00	3.00	3.00	3.00	3.00
Water Production & Treatment Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Water Production and Treatment Lead	1.00	1.00	1.00	1.00	1.00	1.00
Water Production Total	7.75	7.25	8.25	8.25	8.75	8.75
Water Quality						
Environmental Coordinator	1.00	1.00	1.00	1.00	1.00	1.00
Environmental Technician	1.00	1.00	2.00	2.00	2.00	2.00
Water Conservation Coordinator	1.00	1.00	1.00	1.00	1.00	1.00
Water Quality & Compliance Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Water Quality Total	4.00	4.00	5.00	5.00	5.00	5.00
Water Resources						
Water Resources Manager	1.00	1.00	1.00	1.00	1.00	1.00
Water Resources Total	1.00	1.00	1.00	1.00	1.00	1.00
Wetlands						
Environmental and Public Programs Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Senior Water Recharge & Wetlands Operator	1.00	1.00	1.00	1.00	1.00	1.00
Wetlands Total	2.00	2.00	2.00	2.00	2.00	2.00
Water Operations Total	33.80	32.30	34.00	35.50	37.00	39.50
Public Works Total	95.00	94.00	98.00	105.00	108.00	116.00
Grand Total	544.75	592.75	652.75	698.05	726.05	804.55

City of Avondale
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2023

Fiscal Year			S c h		FUNDS							
					General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Trust & Agency Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2022	Adopted/Adjusted Budgeted Expenditures/Expenses*		E	1	146,807,100	73,911,000	7,835,000	21,440,000	7,042,400	71,660,800	7,451,400	336,147,700
2022	Actual Expenditures/Expenses**		E	2	92,394,400	29,298,222	7,835,000	8,047,000	7,042,400	34,209,200	6,586,500	185,412,722
2023	Fund Balance/Net Position at July 1***			3	96,729,463	53,195,950	2,140,589	49,763,167	2,892,828	117,572,846	7,668,524	329,963,367
2023	Primary Property Tax Levy		B	4	3,514,575							3,514,575
2023	Secondary Property Tax Levy		B	5			4,925,173					4,925,173
2023	Estimated Revenues Other than Property Taxes		C	6	107,714,200	67,469,000	0	8,070,000	9,797,000	44,758,000	7,529,600	245,337,800
2023	Other Financing Sources		D	7	0	0	0	561,000	0	735,000	0	1,296,000
2023	Other Financing (Uses)		D	8	(561,000)	0	0	0	0	(735,000)	0	(1,296,000)
2023	Interfund Transfers In		D	9	67,298,000	2,248,800	5,137,000	1,328,000	0	47,957,000	0	123,968,800
2023	Interfund Transfers (Out)		D	10	(71,395,800)	(3,253,000)	0	0	0	(49,320,000)	0	(123,968,800)
2023	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
2023	Total Financial Resources Available			12	203,299,438	119,660,750	12,202,762	59,722,167	12,689,828	160,967,846	15,198,124	583,740,915
2023	Budgeted Expenditures/Expenses		E	13	179,373,700	105,869,400	9,866,000	39,807,000	10,134,000	103,471,600	9,167,500	457,689,200

EXPENDITURE LIMITATION COMPARISON

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

	2022	2023
1	\$ 280,109,400	\$ 457,689,200
2		
3	280,109,400	457,689,200
4		
5	\$ 280,109,400	\$ 457,689,200
6	\$ 280,109,400	\$ 457,689,200

- * 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 2023

	<u>2022</u>	<u>2023</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>3,290,678</u>	\$ <u>3,514,575</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>3,290,678</u>	\$ <u>3,514,575</u>
B. Secondary property taxes	<u>3,724,510</u>	<u>4,925,173</u>
C. Total property tax levy amounts	\$ <u>7,015,188</u>	\$ <u>8,439,748</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>3,290,678</u>	
(2) Prior years' levies	<u>0</u>	
(3) Total primary property taxes	\$ <u>3,290,678</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ <u>3,724,510</u>	
(2) Prior years' levies		
(3) Total secondary property taxes	\$ <u>3,724,510</u>	
C. Total property taxes collected	\$ <u>7,015,188</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.6672</u>	<u>0.6458</u>
(2) Secondary property tax rate	<u>0.7552</u>	<u>0.9050</u>
(3) Total city/town tax rate	<u>1.4224</u>	<u>1.5508</u>
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>22</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City of Avondale
Revenues Other Than Property Taxes
Fiscal Year 2023

SOURCE OF REVENUES	ESTIMATED REVENUES 2022	ACTUAL REVENUES* 2022	ESTIMATED REVENUES 2023
GENERAL FUND			
Local taxes			
Local Sales Tax	\$ 42,341,000	\$ 49,805,000	\$ 50,741,000
Other Taxes	47,000	7,000	50,000
Licenses and permits			
Franchise Fees	1,200,000	1,180,000	1,180,000
Building & Development Permits	5,488,000	5,671,000	7,884,000
Licenses	220,000	205,000	205,000
Intergovernmental			
State Urban Revenue Sharing	11,472,000	11,722,000	16,092,000
City's Share of St. Sales Tax	10,324,000	11,444,000	11,470,000
Auto Lieu Tax	4,077,000	4,098,000	4,221,000
Other State Sources			252,000
Other Cities & Towns	1,897,100	1,356,000	1,445,900
Other Governments	21,000	0	520,300
Charges for services			
Development Charges for Service	2,278,000	2,365,000	2,441,000
Other Charges for Service	450,000	235,000	235,000
Recreation Charges for Service	395,500	401,750	528,000
Fines and forfeits			
Court Fines	847,000	914,000	914,000
Other Fines	21,000	15,000	15,000
Interest on investments			
Interest	320,000	200,000	529,000
Miscellaneous			
Sale of Assets	9,000	9,000	9,000
Other Revenue	783,900	685,000	569,000
Operating Lease	737,000	700,000	762,000
General Fund Capital			
Sale of Land	6,790,000	6,790,000	7,650,000
	6,790,000	6,790,000	7,650,000
Volunteer Firefighter's Pension			
Interest	\$ 2,000	\$ 3,000	\$ 1,000
	\$ 2,000	\$ 3,000	\$ 1,000
Total General Fund	\$ 89,720,500	\$ 97,805,750	\$ 107,714,200

* 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	\$ 5,849,000	\$ 6,401,000	\$ 6,721,000
Other Revenue		3,000	0
Interest	28,000	28,000	50,000
	5,877,000	6,432,000	6,771,000

Senior Nutrition

Federal Sources	351,000	351,000	381,000
Other Cities & Towns	18,600	18,800	0
Other Revenue	17,100	17,100	36,300

City of Avondale
Revenues Other Than Property Taxes
Fiscal Year 2023

SOURCE OF REVENUES	ESTIMATED REVENUES 2022	ACTUAL REVENUES* 2022	ESTIMATED REVENUES 2023
	386,700	386,900	417,300
Community Action Program			
Federal Sources	311,100	311,100	628,700
Other Charges for Service			600
Other Cities and Towns	25,000	0	25,000
	336,100	311,100	654,300
HOME Grant			
Federal Sources	613,700	613,700	1,593,900
	613,700	613,700	1,593,900
Other Grants			
Other State Sources	511,000	186,000	184,000
Other Federal Sources	1,049,100	1,049,100	1,087,200
Other Grants and Donations	761,000	761,000	1,248,000
Other Revenue	25,459,000	0	17,140,700
	27,780,100	1,996,100	19,659,900
Cemetery Maintenance Fund			
Interest	0	1,500	0
	0	1,500	0
Transit Fund			
Other Revenue	20,500	10,500	0
Interest			3,000
Arizona Lottery Fund	218,000	218,000	225,800
	238,500	228,500	228,800
County RICO			
Seizure of Property	40,000	40,000	30,000
	40,000	40,000	30,000
Court Enhancements			
Court Fines	43,600	84,100	21,000
Interest	5,000	0	0
	48,600	84,100	21,000
Judicial Collection Enhancement			
Court Fines	21,000	21,000	21,000
	21,000	21,000	21,000
Fill the Gap			
Court Fines	9,000	17,300	10,200
	9,000	17,300	10,200
Regional Family Advocacy			
Federal Sources	260,000	260,000	260,000
Other Cities and Towns	791,800	0	1,160,200
Other Grants	200,000	0	0
	1,251,800	260,000	1,420,200
0.5% Dedicated Sales Tax			
City Sales Tax	10,443,000	11,887,000	11,974,000
Interest Earned	154,000	30,000	29,000
	10,597,000	11,917,000	12,003,000
Public Safety Dedicated Sales Tax			
City Sales Tax	10,443,000	11,887,000	11,974,000
Interest	78,000	78,000	42,000
	10,521,000	11,965,000	12,016,000
Community Development Block Grant			
Other Federal Sources	2,002,100	2,143,100	3,018,800

City of Avondale
Revenues Other Than Property Taxes
Fiscal Year 2023

SOURCE OF REVENUES	ESTIMATED REVENUES 2022	ACTUAL REVENUES* 2022	ESTIMATED REVENUES 2023
	2,002,100	2,143,100	3,018,800
Environmental Programs Fund			
Environmental Fee	291,000	295,000	300,000
	291,000	295,000	300,000
Wildland Fire Deployment			
Other State Sources	172,200	172,200	250,000
	172,200	172,200	250,000
Tow Impound Fund			
Other Fines	50,000	50,000	50,000
	50,000	50,000	50,000
American Rescue Plan Act			
Federal Sources		8,943,664	8,943,600
	0	8,943,664	8,943,600
Tourism Fund			
Other State Sources	43,000	43,000	60,000
	43,000	43,000	60,000
Total Special Revenue Funds	\$ 60,278,800	\$ 45,921,164	\$ 67,469,000

* 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.

DEBT SERVICE FUNDS

General Obligation

Interest	\$ 10,000	\$ 0	\$ 0
	\$ 10,000	\$ 0	\$ 0

0.5% Dedicated Sales Tax Debt

Interest	\$ 31,000	\$ 0	\$ 0
	\$ 31,000	\$ 0	\$ 0

Total Debt Service Funds \$ 41,000 \$ 0 \$ 0

CAPITAL PROJECTS FUNDS

Landscaping Landfill Remediation

Other Revenue		70,000	70,000
Interest	0	1,000	0
	0	71,000	70,000

Streets Development Impact Fee Fund

Development Impact Fees	3,419,000	3,718,000	3,837,000
	3,419,000	3,718,000	3,837,000

Police Development Impact Fee Fund

Development Impact Fees	950,000	1,028,000	1,061,000
	950,000	1,028,000	1,061,000

Fire Development Impact Fee Fund

Development Impact Fees	878,000	1,008,000	1,040,000
	878,000	1,008,000	1,040,000

Parks Development Impact Fee Fund

Development Impact Fees	1,576,000	1,765,000	1,822,000
	1,576,000	1,765,000	1,822,000

Vehicle Replacement

Sale of Assets	62,000	70,000	62,000
Interest	190,000	119,000	178,000

City of Avondale
Revenues Other Than Property Taxes
Fiscal Year 2023

SOURCE OF REVENUES	ESTIMATED REVENUES 2022	ACTUAL REVENUES* 2022	ESTIMATED REVENUES 2023
	252,000	\$ 189,000	\$ 240,000
Equipment Replacement			
Interest	2,000	0	0
	2,000	0	0
Total Capital Projects Funds	\$ 7,077,000	\$ 7,779,000	\$ 8,070,000

* 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

Employee Benefit Trust

Contributions	\$ 6,651,600	0	\$ 9,797,000
	\$ 6,651,600	\$ 0	\$ 9,797,000
Total Permanent Funds	\$ 6,651,600	\$ 0	\$ 9,797,000

ENTERPRISE FUNDS

Water Fund

Water Sales	\$ 15,770,000	\$ 17,040,000	\$ 17,865,000
Interest	320,000	320,000	399,000
Operating Lease	33,000	39,000	39,000
Other Revenue	70,000	70,000	70,000
Other Fines		2,000	0
	\$ 16,193,000	\$ 17,471,000	\$ 18,373,000

Sewer Operations

Sewer Fees	\$ 10,275,000	\$ 10,325,000	\$ 10,733,000
Interest	206,000	206,000	237,000
	\$ 10,481,000	\$ 10,531,000	\$ 10,970,000

Solid Waste

Sanitation Fees	5,400,000	5,700,000	5,985,000
Interest	58,000	58,000	47,000
Licenses	29,000	34,000	34,000
	5,487,000	5,792,000	6,066,000

Water Equipment Replacement

Interest	16,000	0	16,000
	16,000	0	16,000

Solid Waste Equipment Replacement

Interest	70,000	0	70,000
	70,000	0	70,000

Water Development Impact Fees

Development Fees	3,284,000	3,744,000	3,864,000
	3,284,000	3,744,000	3,864,000

Sewer Development Impact Fees

Development Fees	4,411,000	5,179,000	5,344,000
Interest	55,000	0	55,000
	4,466,000	5,179,000	5,399,000

Total Enterprise Funds \$ 39,997,000 \$ 42,717,000 \$ 44,758,000

* 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.

INTERNAL SERVICE FUNDS

Risk Management

Internal Service Charges	\$ 1,618,100	\$ 1,618,100	\$ 2,955,000
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City of Avondale
Revenues Other Than Property Taxes
Fiscal Year 2023

SOURCE OF REVENUES	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
	2022	2022	2023
Other Revenue	13,500	80,000	13,500
Interest	45,000	0	47,000
	\$ 1,676,600	\$ 1,698,100	\$ 3,015,500
Fleet Services Management			
Internal Service Charges	\$ 3,252,000	\$ 3,252,000	\$ 3,889,600
	\$ 3,252,000	\$ 3,252,000	\$ 3,889,600
Worker's Compensation			
Internal Service Charges	\$ 624,500	\$ 624,500	\$ 624,500
	\$ 624,500	\$ 624,500	\$ 624,500
Total Internal Service Funds	\$ 5,553,100	\$ 5,574,600	\$ 7,529,600
TOTAL ALL FUNDS	\$ 209,319,000	\$ 199,797,514	\$ 245,337,800

* 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 2023

FUND	OTHER FINANCING 2023		INTERFUND TRANSFERS 2023	
	SOURCES	(USES)	IN	(OUT)
GENERAL FUND				
Operating Transfers	\$	\$	\$ 972,000	\$ (4,248,800)
Capital Transfers			0	(67,147,000)
Interfund Loans	0	(561,000)		
General Fund Asset Replacement			3,500,000	
General Fund Capital			60,826,000	0
Economic Opportunities - from General Fund			2,000,000	0
Total General Fund	\$ 0	\$ (561,000)	\$ 67,298,000	\$ (71,395,800)
SPECIAL REVENUE FUNDS				
Dedicated Sales Tax - Debt	\$	\$	\$ 0	\$ (3,253,000)
Transit Fund - Operating Transfers			1,847,000	0
Regional Family Advocacy - Operating Transfers			301,800	0
Public Arts Fund - Operating Transfers			100,000	\$ 0
Total Special Revenue Funds	\$ 0	\$ 0	\$ 2,248,800	\$ (3,253,000)
DEBT SERVICE FUNDS				
0.5% Dedicated Sales Tax Debt- Debt Transfer	\$	\$	\$ 2,645,000	\$ 0
2019 PRO Debt Service - Debt Transfer			999,000	0
2021 PRO Debt Service			1,493,000	
Total Debt Service Funds	\$ 0	\$ 0	\$ 5,137,000	\$ 0
CAPITAL PROJECTS FUNDS				
Parks Development Impact Fee - Interfund Loan	561,000	0		
Vehicle Replacement - Capital			1,328,000	0
Total Capital Projects Funds	\$ 561,000	\$ 0	\$ 1,328,000	\$ 0
ENTERPRISE FUNDS				
Water Fund - Operating Transfers	\$	\$ (735,000)	\$ 0	\$ (580,000)
Sewer Fund - Operating Transfers			0	\$ (392,000)
Water Fund - Capital Transfers			0	(33,036,000)
Sewer Fund - Capital Transfers			0	(13,868,000)
Water Construction			32,998,000	0
Water Impact Fees	735,000			(391,000)
Water Equipment Replacement - Capital			38,000	0
Sewer Construction			11,488,000	0
Sewer Equipment Replacement - Capital			1,788,000	0
Sewer PRO Debt			592,000	
Solid Waste - Capital Transfers				(1,053,000)
Solid Waste Equipment Replacement - Capital			695,000	0
Solid Waste Fund - Capital Transfers			358,000	0
Total Enterprise Funds	\$ 735,000	\$ (735,000)	\$ 47,957,000	\$ (49,320,000)
TOTAL ALL FUNDS	\$ 1,296,000	\$ (1,296,000)	\$ 123,968,800	\$ (123,968,800)

City of Avondale
Expenditures/Expenses by Fund
Fiscal Year 2023

	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2022	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2022	ACTUAL EXPENDITURES/ EXPENSES* 2022	BUDGETED EXPENDITURES/ EXPENSES 2023
FUND/DEPARTMENT				
GENERAL FUND				
City Administration	\$ 2,252,200	\$ 93,300	\$ 2,236,000	\$ 2,684,900
City Attorney	1,864,700		1,396,000	1,984,600
City Clerk	824,300		814,000	905,500
City Council	329,100	(6,300)	329,000	360,200
City Court	1,297,100		1,279,000	1,364,400
Contingency	14,645,700	(12,433,400)	0	19,000,000
Development & Engineering Services	5,527,500	66,975	5,352,000	6,515,000
Economic Development	2,114,300	(207,500)	1,752,000	2,295,300
Facilities	3,040,800	110,000	2,984,000	5,206,900
Finance & Budget	5,809,000	16,100	5,000,000	5,553,900
Fire and Medical	11,439,100	889,600	12,208,000	11,112,000
Human Resources	1,973,700	(3,000)	1,555,000	2,062,700
Indirect Costs	(5,172,900)		(5,172,900)	(5,460,300)
Information Technology	9,571,900	725,725	7,796,000	10,571,800
Marketing & Public Relations	1,098,200	0	986,000	1,212,900
Neighborhood and Family Services	4,026,500	(256,950)	2,715,000	4,317,100
Non-Departmental	1,376,800		1,376,800	2,810,000
Office of Public Safety	0	1,445,350	1,445,000	3,331,800
Parks & Recreation	5,322,500	(159,200)	4,768,000	6,890,900
Police	22,981,400	(30,500)	19,717,000	21,044,300
Public Works	71,000	25,000	56,500	1,158,000
Economic Opportunities Fund				
Economic Development	2,000,000	1,600,000	3,600,000	2,200,000
General Fund Capital				
City Administration	0	388,000	0	0
City Court	68,000			928,000
Development & Engineering Services	30,992,000	4,814,000	11,210,000	26,456,000
Fire and Medical	8,897,000	(1,588,000)	3,810,000	2,394,000
Information Technology	445,000	(278,000)	50,000	288,000
Neighborhood and Family Services	156,000	650,000	15,000	302,000
Office of Public Safety		1,256,000	20,000	6,128,000
Parks & Recreation	6,056,000	9,358,000	3,892,000	30,922,000
Police	1,200,000	(1,200,000)		260,000
Public Works				1,021,800
General Fund Asset Replacement				
Facilities	1,106,000	(289,000)	800,000	1,888,000
Fire and Medical	613,000	(194,000)	400,000	168,000
Information Technology				1,451,000
Neighborhood and Family Services				10,000
Parks & Recreation	84,000			30,000
Volunteer Firefighter's Pension				
Fire and Medical	5,000	0	5,000	0
Non-Departmental				5,000
Total General Fund	\$ 142,014,900	\$ 4,792,200	\$ 92,394,400	\$ 179,373,700
SPECIAL REVENUE FUNDS				
Highway User Revenue Fund				
Development & Engineering Services	5,823,100	86,000	2,317,000	11,923,000
Non-Departmental	250,100		250,100	208,000
Public Works	1,756,900		1,590,000	2,053,900
Senior Nutrition				
Neighborhood and Family Services	386,700	31,961	419,156	415,600
Community Action Program				
Neighborhood and Family Services	336,100	248,220	588,000	679,300
Home Grants				

**City of Avondale
Expenditures/Expenses by Fund
Fiscal Year 2023**

	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
FUND/DEPARTMENT	2022	2022	2022	2023
Neighborhood and Family Services	613,700		613,700	1,593,900
Other Grants				
Development & Engineering Services				1,565,000
Fire and Medical	1,202,300	11,032	1,202,300	1,030,300
Neighborhood and Family Services	879,500	128,800	1,008,300	1,168,700
Parks & Recreation	500,000	628,616	1,128,616	1,225,000
Police	189,000	110,050	299,050	150,000
Public Works	0	8,200	8,200	600,000
Non-Departmental	25,300,000	(6,335,379)	0	15,000,000
Cemetery Maintenance Fund				
Parks & Recreation	15,700		12,700	30,000
Transit Fund				
Public Works	0	1,922,200	1,922,200	2,932,100
Development & Engineering Services	1,785,000	(1,785,000)		0
Co. RICO With Mar. Co. Atty				
Police	40,000		40,000	70,000
Court Enhancements				
City Court	84,100		84,100	21,000
Judicial Collection Enhancement				
City Court	67,500		67,500	67,500
Fill the Gap				
City Court	17,300		17,300	10,200
Regional Family Advocacy				
Indirect Costs	191,700		191,700	137,400
Non-Departmental	10,600		10,600	0
Police	1,326,800	400,200	1,726,000	1,591,000
0.5% Dedicated Sales Tax				
Development & Engineering Services	17,880,000	(1,368,000)		27,065,000
Public Safety Dedicated Sales Tax				
City Court	314,700		314,000	524,200
Contingency	495,000	74,000	0	495,000
Fire and Medical	6,360,800	(72,500)	2,326,800	2,297,800
Information Technology	125,700		98,700	717,000
Non-Departmental	99,700		99,700	0
Office of Public Safety				9,818,000
Police	6,568,900	(15,500)	5,775,000	7,879,700
Community Development Block Grant				
Parks & Recreation		136,116	136,000	136,000
Neighborhood and Family Services	1,921,100	(136,116)	1,921,000	2,882,800
Environmental Programs Fund				
Development & Engineering Services	333,800		333,800	0
Public Works	0			427,700
Public Arts Fund				
Parks & Recreation		50,000	50,000	50,000
Marketing & Public Relations	280,600		115,000	533,900
Wildland Fire Deployment Fund				
Fire and Medical	172,200		172,200	250,000
Tow Impound Fund				
Police	49,400		49,400	50,000
American Rescue Plan Act				
Information Technology		1,141,000	1,141,000	1,275,000
Economic Development		1,015,200	1,015,200	1,496,200
Fire and Medical				1,000,000
Neighborhood and Family Services		1,052,100	1,052,100	879,200

City of Avondale
Expenditures/Expenses by Fund
Fiscal Year 2023

	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
FUND/DEPARTMENT	2022	2022	2022	2023
Parks & Recreation		1,158,800	1,158,800	1,560,000
Police				4,000,000
Tourism Fund				
Economic Development	43,000		43,000	60,000
Total Special Revenue Funds	\$ 75,421,000	\$ (1,510,000)	\$ 29,298,222	\$ 105,869,400
DEBT SERVICE FUNDS				
General Obligation				
Non-Departmental	\$ 3,797,000	\$	\$ 3,797,000	\$ 3,822,000
General Obligation 2021				
Non-Departmental				1,059,000
Dysart Road				
Non-Departmental	136,000		136,000	1,000
0.5% Dedicated Sales Tax Debt Service				
Non-Departmental	2,653,000		2,653,000	2,645,000
2019 PRO Debt Service				
Non-Departmental	999,000	250,000	1,249,000	846,000
2021 PRO Debt Service				
Non-Departmental				1,493,000
Total Debt Service Funds	\$ 7,585,000	\$ 250,000	\$ 7,835,000	\$ 9,866,000
CAPITAL PROJECTS FUNDS				
Streets Development Impact Fee				
Development & Engineering Services	5,181,000	(106,000)	511,000	5,664,000
Police Development Impact Fee				
Development & Engineering Services	19,000		0	19,000
Fire Development Impact Fee				
Development & Engineering Services	19,000		0	19,000
Fire and Medical	948,000		948,000	948,000
Parks Development Impact Fee				
Development & Engineering Services	19,000			19,000
Parks & Recreation	7,740,000	(3,088,000)	2,288,000	2,364,000
General Obligation Bond Construction 2021				
Development & Engineering Services	0	3,143,000	3,143,000	0
Fire and Medical	1,320,000			0
Non-Departmental	120,000	71,000	71,000	0
Office of Public Safety				8,505,000
PRO Bond Construction 2019				
Development & Engineering Services	3,294,000	(631,000)	20,000	2,793,000
2021 PRO Bond Construction				
Parks & Recreation				14,000,000
Vehicle Replacement				
Fire and Medical				2,666,000
Public Works	2,486,000	(867,000)	792,000	2,106,000
Equipment Replacement				
Information Technology	2,578,000	(1,226,000)	274,000	704,000
Total Capital Projects Funds	\$ 24,144,000	\$ (2,704,000)	\$ 8,047,000	\$ 39,807,000
TRUST AND AGENCY FUND				
Employee Benefit Trust				
Human Resources	\$ 7,042,400	\$	\$ 7,042,400	\$ 10,134,000
Total Trust and Agency Funds	\$ 7,042,400	\$ 0	\$ 7,042,400	\$ 10,134,000
ENTERPRISE FUNDS				
Water Operations				

City of Avondale
Expenditures/Expenses by Fund
Fiscal Year 2023

	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
FUND/DEPARTMENT	2022	2022	2022	2023
Information Technology	\$ 252,500	\$ (70,346)	\$ 182,000	\$ 174,800
Non-Departmental	90,600		90,600	149,000
Public Works	11,719,700	52,146	9,670,000	12,232,900
Indirect Costs	1,929,000		1,929,000	1,719,900
Contingency	1,000,000		0	1,000,000
Sewer Operations				
Information Technology	208,200	(69,946)	140,000	182,900
Non-Departmental	700,300		700,300	71,000
Public Works	5,541,200	(410,054)	5,163,000	6,451,700
Indirect Costs	1,494,000		1,494,000	1,984,200
Contingency	1,000,000		0	1,000,000
Sewer Capital				
Development & Engineering Services	100,000			300,000
Public Works	9,011,000	(122,000)	3,631,000	13,360,000
Water Capital				
Development & Engineering Services	973,000			14,001,000
Public Works	20,176,000	(177,000)	2,475,000	24,397,000
Solid Waste Operations				
Information Technology	0			150,000
Non-Departmental	68,400		68,400	153,000
Public Works	5,219,600		4,622,400	5,980,200
Indirect Costs	1,101,500		1,101,500	1,244,000
Contingency	500,000		0	500,000
Solid Waste Capital				
Public Works	760,000		0	913,000
Water Asset Replacement				
Information Technology	332,000	(15,000)	300,000	424,000
Public Works	806,000		500,000	568,000
Sewer Asset Replacement				
Information Technology	293,000	(16,000)	250,000	386,000
Public Works	2,231,000		760,000	1,431,000
Sewer PRO Debt Service				
Non-Departmental				592,000
Solid Waste Asset Replacement				
Public Works	2,683,000		1,027,000	2,084,000
Sewer Development Impact Fee				
Development & Engineering Services	32,000		0	32,000
Water Development Impact Fee				
Development & Engineering Services	32,000		0	32,000
Public Works	4,235,000		105,000	11,958,000
Total Enterprise Funds	\$ 72,489,000	\$ (828,200)	\$ 34,209,200	\$ 103,471,600
INTERNAL SERVICE FUNDS				
Risk Management Fund				
Human Resources	2,024,900	533,600	2,559,100	3,226,100
Information Technology	137,700	(33,600)	52,000	69,100
Indirect Costs	109,200		109,200	87,800
Contingency	500,000	(500,000)	0	0
Fleet Services Fund				
Non-Departmental	24,500		24,500	0
Public Works	2,624,400		2,624,400	3,840,900
Indirect Costs	347,500		347,500	287,000
Contingency	31,800		0	0
Workers' Compensation Fund				
Human Resources	1,149,600		868,000	1,656,600
Non-Departmental	1,800		1,800	0
Total Internal Service Funds	\$ 7,451,400	\$ 0	\$ 6,586,500	\$ 9,167,500

**City of Avondale
Expenditures/Expenses by Fund
Fiscal Year 2023**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
	2022	2022	2022	2023
TOTAL ALL FUNDS	\$ 336,147,700	\$ 0	\$ 185,412,722	\$ 457,689,200

* 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 2023

	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
DEPARTMENT/FUND	2022	2022	2022	2023
City Administration				
General Fund	\$ 2,252,200	\$ 93,300	\$ 2,236,000	\$ 2,684,900
General Fund Capital	0	388,000	0	0
Department Total	\$ 2,252,200	\$ 481,300	\$ 2,236,000	\$ 2,684,900
List Department:				
City Attorney				
General Fund	\$ 1,864,700	\$ 0	\$ 1,396,000	\$ 1,984,600
Department Total	\$ 1,864,700	\$ 0	\$ 1,396,000	\$ 1,984,600
List Department:				
City Clerk				
General Fund	\$ 824,300	\$ 0	\$ 814,000	\$ 905,500
Department Total	\$ 824,300	\$ 0	\$ 814,000	\$ 905,500
List Department:				
City Council				
General Fund	\$ 329,100	\$ (6,300)	\$ 329,000	\$ 360,200
Department Total	\$ 329,100	\$ (6,300)	\$ 329,000	\$ 360,200
List Department:				
City Court				
General Fund	\$ 1,297,100	\$ 0	\$ 1,279,000	\$ 1,364,400
General Fund Capital	68,000	0	0	928,000
Court Enhancement	84,100	0	84,100	21,000
Judicial Collection Enhancement	67,500	0	67,500	67,500
Fill the Gap	17,300	0	17,300	10,200
Public Safety Dedicated Sales Tax	314,700	0	314,000	524,200
Department Total	\$ 1,848,700	\$ 0	\$ 1,761,900	\$ 2,915,300
List Department:				
Development and Engineering				
General Fund	\$ 5,527,500	\$ 66,975	\$ 5,352,000	\$ 6,515,000
General Fund Capital	30,992,000	4,814,000	11,210,000	26,456,000
Highway User Revenue Fund	5,823,100	86,000	2,317,000	11,923,000
0.5% Dedicated Sales Tax	17,880,000	(1,368,000)	0	27,065,000
Other Grants	0	0	0	1,565,000
Transit Fund	1,785,000	(1,785,000)	0	0
Environmental Programs Fund	333,800	0	333,800	0
Streets Development Impact Fee	5,181,000	(106,000)	511,000	5,664,000
Police Development Impact Fee	19,000	0	0	19,000
Fire Development Impact Fee	19,000	0	0	19,000
Parks Development Impact Fee	19,000	0	0	19,000
Transit Capital Fund	420,000	0	0	0
General Obligation Bond Construction 2021	0	3,143,000	3,143,000	0
PRO Bond Construction 2019	3,294,000	(631,000)	20,000	2,793,000
Water Capital	973,000	0	0	14,001,000
Water Development Impact Fee	32,000	0	0	32,000
Sewer Development Impact Fee	32,000	0	0	32,000
Sewer Capital	100,000	0	0	300,000
Department Total	\$ 72,430,400	\$ 4,219,975	\$ 22,886,800	\$ 96,403,000
List Department:				
Economic Development				
General Fund	\$ 2,114,300	\$ (207,500)	\$ 1,752,000	\$ 2,295,300
Economic Opportunities Fund	2,000,000	1,600,000	3,600,000	2,200,000
American Rescue Plan Act	0	1,015,200	1,015,200	1,496,200
Tourism Fund	43,000	0	43,000	60,000
Department Total	\$ 4,157,300	\$ 2,407,700	\$ 6,410,200	\$ 6,051,500
List Department:				
Facilities				
General Fund	\$ 3,040,800	\$ 110,000	\$ 2,984,000	\$ 5,206,900
General Fund Asset Replacement	1,106,000	(289,000)	800,000	1,888,000

City of Avondale
Expenditures/Expenses by Department
Fiscal Year 2023

	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
DEPARTMENT/FUND	2022	2022	2022	2023
Department Total	\$ 4,146,800	\$ (179,000)	\$ 3,784,000	\$ 7,094,900
List Department:				
Finance & Budget				
General Fund	\$ 5,809,000	\$ 16,100	\$ 5,000,000	\$ 5,553,900
Department Total	\$ 5,809,000	\$ 16,100	\$ 5,000,000	\$ 5,553,900
List Department:				
Fire and Medical				
General Fund	\$ 11,439,100	\$ 889,600	\$ 12,208,000	\$ 11,112,000
General Fund Capital	8,897,000	(1,588,000)	3,810,000	2,394,000
General Fund Asset Replacement	613,000	(194,000)	400,000	168,000
American Rescue Plan Act	0	0	0	1,000,000
Other Grants	1,202,300	11,032	1,202,300	1,030,300
Public Safety Dedicated Sales Tax	6,360,800	(72,500)	2,326,800	2,297,800
Wildland Fire Deployment Fund	172,200	0	172,200	250,000
Fire Development Impact Fee	948,000	0	948,000	948,000
General Obligation Bond Construction 2021	1,320,000	0	0	0
Vehicle Replacement	0	0	0	2,666,000
Volunteer Firefighter's Pension	5,000	0	5,000	0
Department Total	\$ 30,957,400	\$ (953,868)	\$ 21,072,300	\$ 21,866,100
List Department:				
Human Resources				
General Fund	\$ 1,973,700	\$ (3,000)	\$ 1,555,000	\$ 2,062,700
Employee Benefit Trust	7,042,400	0	7,042,400	10,134,000
Risk Management Fund	2,024,900	533,600	2,559,100	3,226,100
Workers' Compensation Fund	1,149,600	0	868,000	1,656,600
Department Total	\$ 12,190,600	\$ 530,600	\$ 12,024,500	\$ 17,079,400
List Department				
Indirect Costs				
General Fund	(5,172,900)	0	(5,172,900)	(5,460,300)
Regional Family Advocacy	191,700	0	191,700	137,400
Water Operations	1,929,000	0	1,929,000	1,719,900
Sewer Operations	1,494,000	0	1,494,000	1,984,200
Solid Waste Operations	1,101,500	0	1,101,500	1,244,000
Risk Management Fund	109,200	0	109,200	87,800
Fleet Services Fund	347,500	0	347,500	287,000
Department Total	0	0	0	0
List Department:				
Information Technology				
General Fund	\$ 9,571,900	\$ 725,725	\$ 7,796,000	\$ 10,571,800
General Fund Capital	445,000	(278,000)	50,000	288,000
General Fund Asset Replacement	0	0	0	1,451,000
Public Safety Dedicated Sales Tax	125,700	0	98,700	717,000
American Rescue Plan Act	0	1,141,000	1,141,000	1,275,000
Equipment Replacement	2,578,000	(1,226,000)	274,000	704,000
Water Operations	252,500	(70,346)	182,000	174,800
Sewer Operations	208,200	(69,946)	140,000	182,900
Solid Waste Operations	0	0	0	150,000
Water Equipment Replacement	332,000	(15,000)	300,000	424,000
Sewer Equipment Replacement	293,000	(16,000)	250,000	386,000
Risk Management Fund	137,700	(33,600)	52,000	69,100
Department Total	\$ 13,944,000	\$ 157,833	\$ 10,283,700	\$ 16,393,600
List Department:				
Marketing & Public Relations				
General Fund	\$ 1,098,200	\$ 0	\$ 986,000	\$ 1,212,900
Public Arts Fund	280,600	0	115,000	533,900
Department Total	\$ 1,378,800	\$ 0	\$ 1,101,000	\$ 1,746,800
List Department:				
Neighborhood and Family Services				
General Fund	\$ 4,026,500	\$ (256,950)	\$ 2,715,000	\$ 4,317,100

City of Avondale
Expenditures/Expenses by Department
Fiscal Year 2023

	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
DEPARTMENT/FUND	2022	2022	2022	2023
General Fund Capital	156,000	650,000	15,000	302,000
General Fund Asset Replacement	0	0	0	10,000
Senior Nutrition	386,700	31,961	419,156	415,600
American Rescue Plan Act	0	1,052,100	1,052,100	879,200
Community Action Program	336,100	248,220	588,000	679,300
Home Grants	613,700	0	613,700	1,593,900
Other Grants	879,500	128,800	1,008,300	1,168,700
Community Development Block Grant	1,921,100	(136,116)	1,921,000	2,882,800
Department Total	\$ 8,319,600	\$ 1,718,015	\$ 8,332,256	\$ 12,248,600

List Department:
Non-Departmental

General Fund	\$ 1,376,800	\$ 0	\$ 1,376,800	\$ 2,810,000
Volunteer Firefighter's Pension	0	0	0	5,000
Highway User Revenue Fund	250,100	0	250,100	208,000
Other Grants	25,300,000	(6,335,379)	0	15,000,000
Regional Family Advocacy	10,600	0	10,600	0
Public Safety Dedicated Sales Tax	99,700	0	99,700	0
General Obligation	3,797,000	0	3,797,000	3,822,000
General Obligation Bond Construction 2021	120,000	71,000	71,000	0
General Obligation Debt 2021	0	0	0	1,059,000
Dysart Road	136,000	0	136,000	1,000
0.5% Dedicated Sales Tax Debt Service	2,653,000	0	2,653,000	2,645,000
PRO Debt Service	999,000	250,000	1,249,000	846,000
2021 PRO Debt Service	0	0	0	1,493,000
Water Operations	90,600	0	90,600	149,000
Sewer Operations	700,300	0	700,300	71,000
Solid Waste Operations	68,400	0	68,400	153,000
Sewer PRO Debt Service	0	0	0	592,000
Fleet Services Fund	24,500	0	24,500	0
Workers' Compensation Fund	1,800	0	1,800	0
Department Total	\$ 35,627,800	\$ (6,014,379)	\$ 10,528,800	\$ 28,854,000

List Department:
Office of Public Safety

General Fund	\$ 0	\$ 1,445,350	\$ 1,445,000	\$ 3,331,800
General Fund Capital	0	1,256,000	20,000	6,128,000
Public Safety Dedicated Sales Tax	0	0	0	9,818,000
General Obligation Bond Construction 2021	0	0	0	8,505,000
Department Total	\$ 0	\$ 2,701,350	\$ 1,465,000	\$ 27,782,800

List Department:
Parks & Recreation

General Fund	\$ 5,322,500	\$ (159,200)	\$ 4,768,000	\$ 6,890,900
General Fund Construction	6,056,000	9,358,000	3,892,000	30,922,000
General Fund Asset Replacement	84,000	0	0	30,000
Cemetery Maintenance Fund	15,700	0	12,700	30,000
American Rescue Plan Act	0	1,158,800	1,158,800	1,560,000
Community Development Block Grant	0	136,116	136,000	136,000
Public Arts	0	50,000	50,000	50,000
Other Grants	500,000	628,616	1,128,616	1,225,000
2021 PRO Bond Construction	0	0	0	14,000,000
Parks Development Impact Fee	7,740,000	(3,088,000)	2,288,000	2,364,000
Department Total	\$ 19,718,200	\$ 8,084,332	\$ 13,434,116	\$ 57,207,900

List Department:
Police

General Fund	\$ 22,981,400	\$ (30,500)	\$ 19,717,000	\$ 21,044,300
General Fund Construction	1,200,000	(1,200,000)	0	260,000
American Rescue Plan Act	0	0	0	4,000,000
Regional Family Advocacy	1,326,800	400,200	1,726,000	1,591,000
Public Safety Dedicated Sales Tax	6,568,900	(15,500)	5,775,000	7,879,700
Other Grants	189,000	110,050	299,050	150,000
Tow Impound Fund	49,400	0	49,400	50,000

City of Avondale
Expenditures/Expenses by Department
Fiscal Year 2023

	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
DEPARTMENT/FUND	2022	2022	2022	2023
Co. RICO With Mar. Co. Atty	40,000	0	40,000	70,000
Department Total	\$ 32,355,500	\$ (735,750)	\$ 27,606,450	\$ 35,045,000
List Department:				
Public Works				
General Fund	\$ 71,000	\$ 25,000	\$ 56,500	\$ 1,158,000
General Fund Capital	0	0	0	1,021,800
Highway User Revenue Fund	1,756,900	0	1,590,000	2,053,900
Transit Fund	0	1,922,200	1,922,200	2,932,100
Environmental Programs	0	0	0	427,700
Other Grants	0	8,200	8,200	600,000
Vehicle Replacement	2,486,000	(867,000)	792,000	2,106,000
Water Operations	11,719,700	52,146	9,670,000	12,232,900
Sewer Operations	5,541,200	(410,054)	5,163,000	6,451,700
Sewer Capital	9,011,000	(122,000)	3,631,000	13,360,000
Water Capital	20,176,000	(177,000)	2,475,000	24,397,000
Solid Waste Operations	5,219,600	0	4,622,400	5,980,200
Solid Waste Capital	760,000	0	0	913,000
Water Asset Replacement	806,000	0	500,000	568,000
Sewer Asset Replacement	2,231,000	0	760,000	1,431,000
Water Development Impact Fee	4,235,000	0	105,000	11,958,000
Solid Waste Asset Replacement	2,683,000	0	1,027,000	2,084,000
Fleet Services Fund	2,624,400	0	2,624,400	3,840,900
Department Total	\$ 69,320,800	\$ 431,492	\$ 34,946,700	\$ 93,516,200
List Department:				
Contingency				
General Fund	\$ 14,645,700	\$ (12,433,400)	\$ 0	\$ 19,000,000
Public Safety Dedicated Sales Tax	495,000	74,000	0	495,000
Water Operations	1,000,000	0	0	1,000,000
Sewer Operations	1,000,000	0	0	1,000,000
Solid Waste Operations	500,000	0	0	500,000
Risk Management Fund	500,000	(500,000)	0	0
Fleet Services Fund	31,800	0	0	0
Workers' Compensation Fund	500,000	0	0	0
Department Total	\$ 18,672,500	\$ (12,859,400)	\$ 0	\$ 21,995,000
TOTAL ALL DEPARTMENTS	\$ 336,147,700	\$ 0	\$ 185,412,722	\$ 457,689,200

* 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 2023

	Full-Time Equivalent (FTE)	Employee Salaries and Hourly Costs	Retirement Costs	Healthcare Costs	Other Benefit Costs	Total Estimated Personnel Compensation
FUND	2023	2023	2023	2023	2023	2023
GENERAL FUND	558.57	\$ 41,710,800	\$ 11,347,600	\$ 5,876,300	\$ 851,700	\$ 59,786,400
SPECIAL REVENUE FUNDS						
Highway User Revenue Fund	24.50	\$ 1,844,100	\$ 354,300	\$ 300,400	\$ 55,800	\$ 2,554,600
Senior Nutrition	6.24	294,400	49,700	50,000	5,100	399,200
Community Action Program	2.00	115,200	22,900	29,300	100	167,500
Other Grants	16.28	1,043,500	274,900	169,400	24,800	1,512,600
American Rescue Plan Act	5.00	5,355,600	66,500	29,900	5,200	5,457,200
Regional Family Advocacy	7.00	576,100	115,700	61,000	7,200	760,000
Public Safety Dedicated Sales Tax	76.00	6,581,900	2,145,800	982,500	154,700	9,864,900
Community Development Block Grant	2.00	170,600	34,100	14,600	1,900	221,200
Environmental Programs Fund	1.80	152,700	30,800	30,000	3,500	217,000
Wildland Fire Deployment		205,800	0	0	0	205,800
Transit Fund	1.00	125,300	25,000	16,500	1,300	168,100
Tow Impound Fund	0.45	35,200	7,100	3,200	600	46,100
Total Special Revenue Funds	142.27	\$ 16,500,400	\$ 3,126,800	\$ 1,686,800	\$ 260,200	\$ 21,574,200
ENTERPRISE FUNDS						
Water Operations	40.70	\$ 3,094,900	\$ 606,800	\$ 470,800	\$ 79,300	\$ 4,251,800
Sewer Operations	24.50	1,982,100	389,800	279,000	54,300	2,705,200
Sanitation	27.75	1,890,500	363,600	324,200	63,900	2,642,200
Total Enterprise Funds	92.95	\$ 6,967,500	\$ 1,360,200	\$ 1,074,000	\$ 197,500	\$ 9,599,200
TRUST & AGENCY FUND						
Volunteer Fireman's Pension		\$ 0	\$ 5,000	\$ 0	\$ 0	\$ 5,000
	0.00	\$ 0	\$ 5,000	\$ 0	\$ 0	\$ 5,000
INTERNAL SERVICE FUND						
Fleet Services Fund	8.75	\$ 695,400	\$ 138,300	\$ 94,900	\$ 14,300	\$ 942,900
Worker's Compensation Fund	1.20	125,900	25,200	11,800	1,600	164,500
Risk Management Fund	0.80	95,000	19,100	10,700	1,000	125,800
Total Internal Service Fund	10.75	\$ 916,300	\$ 182,600	\$ 117,400	\$ 16,900	\$ 1,233,200
TOTAL ALL FUNDS	804.54	\$ 66,095,000	\$ 16,022,200	\$ 8,754,500	\$ 1,326,300	\$ 92,198,000

CIP Detail

Asset Replacement

Project Title Additional Fire Apparatus

Project # S0056

Priority: 0

Description:

Avondale currently has 8 fire engines, 1 brush truck, 1 ladder truck, 1 utility truck, 1 technical rescue squad, 1 water supply unit, 1 ladder tender. This project will fund additional fire apparatus and other Fire response units, as required by growth. The Infrastructure Improvement Plan cited \$1,587,088 in order to maintain service as the city grows. \$800,000 is currently budgeted to the Alamar Public Safety Facility project and the balance is budgeted to this project. An additional Engine is anticipated to be delivered in FY2022 but carryover may be necessary into FY2023.

Justification:

As Avondale grows at a record rate, Fire will maintain its current fleet and add additional apparatus and equipment in order to maintain the current level of service. In FY2022 Fire Station 175 went operational and required a full time response apparatus unit.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Additional Fire Apparatus	Vehicles	\$948,000	\$0	\$0	\$0	\$0
		\$948,000	\$0	\$0	\$0	\$0

Asset Replacement**Project Title** City Hall Break Room Asset Replacement**Project #** A0234**Priority:** 0**Description:**

This project will replace and repair cabinets, counters, hardware, faucets, electrical, appliances and furniture in two breakrooms and a warming kitchen at City Hall. FY2023 request = \$55,000.

Justification:

There are two breakrooms and a warming kitchen at City Hall. They are 20 years old. The breakrooms are functional but not pleasing. The electrical is inadequate so appliance use must be staggered. The furniture and counters are coming apart. Facilities would like to do basic improvements to give staff a welcoming space to relax and enjoy lunch. This would be an example of an amenity that can contribute to staff retention and workplace enjoyment.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
City Hall Break Room Asset Replacement	Repair and Maintenance	\$55,000	\$0	\$0	\$0	\$0
		\$55,000	\$0	\$0	\$0	\$0

Project Title	Communication Systems and Data Center Asset Replacements	Project #	M0168
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As equipment reaches end of life or fails during the fiscal year IT replaces them as required to keep IT infrastructure working

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Communication Systems and Data Center Asset Replacements	Technology - Hardware CAP	\$1,762,000	\$1,171,000	\$1,118,000	\$1,329,000	\$1,180,000
		\$1,762,000	\$1,171,000	\$1,118,000	\$1,329,000	\$1,180,000

Asset Replacement**Project Title** Computer and Equipment Asset Replacement**Project #** A0169**Priority:** 0**Description:**

Scheduled replacement of City computer and equipment assets; Fire mobile and portable radios, pc and monitors, citywide plotters/scanners copiers, PD consolettes, audio visual replacements for general conference rooms, mobile printers, library technology equipment and IP phones. Including other technology equipment that fails or risks failure during the fiscal year not on the schedule for FY2023.

General Fund Asset Replacement \$224,000

Public Safety Dedicated Sales Tax \$ 627,000

Justification:

As equipment reaches end of life or fails during the fiscal year IT replaces them as required to keep city staff equipment working and resources available as needed.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Computer and Equipment Asset Replacement	Technology - Hardware CAP	\$1,355,000	\$610,000	\$2,801,000	\$978,000	\$408,000
		\$1,355,000	\$610,000	\$2,801,000	\$978,000	\$408,000

Asset Replacement**Project Title** Facilities Asset Replacement**Project #** A0014**Priority:** 0**Description:**

Facilities asset replacements include HVAC systems, painting, furniture, fixtures and equipment needing replacement. Other specific items identified are:

Brinker Station Exterior paint, Gate locking system, Water Heater

Cashion Police Substation Exterior paint, Water Heater

City Hall Water Heaters 1st and 2nd floors.

Civic Center Library Water Heater

Court Water Heater

Opportunity Tree (former Care 1st), 3 Heat Pumps

FS 172 Carpet (PD), Water Heater

FS 173 Water Heater

MOSC Water Heater

Total budget for Fiscal Year 2023 - \$758,000

Justification:

The items in this request have reached the end of their serviceable life

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Facilities Asset Replacement	Furniture, Fixtures, Equipment	\$1,163,000	\$638,000	\$633,000	\$1,401,000	\$135,000
Facilities Asset Replacement	Land Improvement	\$150,000	\$0	\$0	\$0	\$0
		\$1,313,000	\$638,000	\$633,000	\$1,401,000	\$135,000

Asset Replacement**Project Title** Fire Apparatus Replacement**Project #** S0225**Priority:** 0**Description:**

Avondale currently has 8 fire engines, 1 brush truck, 1 ladder truck, 1 utility truck, 1 technical rescue squad, 1 water supply unit, 1 ladder tender. This project will fund the replacement of existing Fire apparatus and other Fire response vehicles in addition to adding new vehicles to the fleet. The FY2023 budget includes replacement of a Ladder Truck (vehicle #4172) and a Fire Engine (vehicle #3173).

Justification:

Replacement of Fire apparatus ensure the city can respond to emergencies. Factors considered when replacing vehicles include mileage, maintenance costs, downtime, and safety to fire personnel.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Fire Apparatus Replacement	Vehicles	\$2,666,000	\$1,320,000	\$1,689,000	\$0	\$869,000
		\$2,666,000	\$1,320,000	\$1,689,000	\$0	\$869,000

Asset Replacement**Project Title** Fire Equipment and Asset Replacement**Project #** A0058**Priority:** 0**Description:**

The Fire Equipment and Asset Replacement project replaces necessary assets as they reach the end of their useful life. Included in the FY 2023 plan are 50 fifty-foot sections of hose at \$10,000 total, 11 bunker coats at \$24,000 total, 14 bunker pants at \$19,000 total, 20 EMS pants at \$6,000 total, 28 structural boots at \$11,000 total, 20 structural helmets at \$8,000 total, 1 ladder set at \$8,000 total, 3 AED's at \$4,000 total, 14 mattresses at \$7,000 total. Total Asset Replacement for FY2023 = \$97,000.

Justification:

The Fire Department provides community service that require a 24-hour, seven day a week, 365 day a year operation. Stations operate with a minimum of four personnel, upwards of seven or more at all times. The department has five fully operational stations that require live-in accommodations and appliances and equipment are utilized daily. Call volume continues to increase and with it, the wear and tear on equipment. The items in the fire equipment and asset replacement list have reached the end of their serviceable life.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Fire Equipment and Asset Replacement	Furniture, Fixtures, Equipment	\$168,000	\$603,000	\$275,000	\$194,000	\$61,000
Fire Equipment and Asset Replacement	Technology - Hardware CAP	\$0	\$145,000	\$0	\$0	\$0
		\$168,000	\$748,000	\$275,000	\$194,000	\$61,000

Asset Replacement**Project Title** Fleet Equipment Replacement Program**Project #** A0233**Priority:** 0**Description:**

Establishing the Public Works Fleet Services Division asset replacement program. This will cover all equipment assets that help the Fleet Division perform maintenance, repairs and services to the City's fleet.

FY2023: Fleet Services identified the need to replace the current Vertical Rise Drive-On Lift for heavy duty vehicles. This will be programed into the FY2023 budget. Cost \$160,000

Justification:

Replacing Fleet Services equipment assets is critical to the team in order to provide fleet services such as repairs and maintenance to the City's fleet.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Fleet Equipment Replacement Program	Other Equipment	\$160,000	\$0	\$0	\$0	\$0
		\$160,000	\$0	\$0	\$0	\$0

Asset Replacement

Project Title Neighborhood and Family Services Asset Replacement **Project #** A0235**Priority:** 0**Description:**

Asset replacement items include library shelving, furniture, fixtures and equipment, books and other supplies. FY2023 request is \$10,000.

Justification:

Items have reached the end of serviceable life.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Neighborhood and Family Services Asset Replacement	Furniture, Fixtures, Equipment	\$0	\$19,000	\$8,000	\$6,000	\$82,000
Neighborhood and Family Services Asset Replacement	Library Materials	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Neighborhood and Family Services Asset Replacement	Technology - Hardware CAP	\$0	\$0	\$0	\$0	\$0
		\$10,000	\$29,000	\$18,000	\$16,000	\$92,000

Asset Replacement

Project Title Parks and Recreation Asset Replacement Plan **Project #** A0095**Priority:** 0**Description:**

Park's asset replacement for FY2023 includes a replacement of a chain link fence for \$25,000.

Justification:

These items have reached the end of their serviceable life and need to be replaced.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Parks and Recreation Asset Replacement Plan	Furniture, Fixtures, Equipment	\$0	\$374,000	\$335,000	\$975,000	\$0
Parks and Recreation Asset Replacement Plan	Land Improvement	\$30,000	\$30,000	\$30,000	\$30,000	\$0
Parks and Recreation Asset Replacement Plan	Vehicles	\$0	\$83,000	\$0	\$0	\$0
		\$30,000	\$487,000	\$365,000	\$1,005,000	\$0

Asset Replacement**Project Title** Police Asset Replacement Program**Project #** A0097**Priority:** 0**Description:**

The Police Asset Replacement Plan replaces necessary assets as they reach the end of their useful life. There are no assets scheduled to be replaced in FY2023.

Justification:

These items have reached the end of their serviceable life

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Police Asset Replacement Program	Furniture, Fixtures, Equipment	\$95,000	\$61,000	\$35,000	\$41,000	\$351,000
Police Asset Replacement Program	Vehicles	\$0	\$0	\$0	\$0	\$0
		\$95,000	\$61,000	\$35,000	\$41,000	\$351,000

Asset Replacement**Project Title** Public Safety Asset Replacement**Project #** A0236**Priority:** 0**Description:****Justification:**

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Public Safety Asset Replacement	Furniture, Fixtures, Equipment	\$0	\$0	\$0	\$0	\$0
Public Safety Asset Replacement	Technology - Hardware CAP	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0

Asset Replacement**Project Title** Randel McDaniel Sports Complex Asset Replacement**Project #** A0241**Priority:** 0**Description:**

\$150,000 was budgeted in FY2021 to replace the soccer field turf. The cost came in at \$300,000. This request includes the \$150,000 shortfall so the project can be completed. Additionally \$150,000 is programmed for basketball court flooring refurbishment and \$20,000 for interior painting of the lobby and restrooms and \$200,000 for the replacement of the west roof. Total amount of this request is \$520,000 in FY2023.

Soccer Field turf: \$150, 000

Basketball Court refurbishment: \$150,000

Painting: \$20,000

Roof replacement: \$200,000

Justification:

The City owns the Avondale Sports Complex and it is in the City's best interest to maintain the facility. The City is also lease obligated to perform Capital Improvements at the request of the Tenant. The Facilities team is recommending the roof replacement. There are three roofs on the facility, two have been replaced. The West roof covers the lobby, meeting rooms and offices. The roof leaks regularly and is in need of attention. The tenant is requesting the interior paint, soccer and court flooring.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Randel McDaniel Sports Complex Asset Replacement	Furniture, Fixtures, Equipment	\$520,000	\$0	\$0	\$0	\$0
		\$520,000	\$0	\$0	\$0	\$0

Asset Replacement**Project Title** Streets Asset Replacement**Project #** A0123**Priority:** 0**Description:**

FY2023 Street Asset Replacement includes Streetlight poles, Illuminated Street Name Sign Panels, Street name Signs, regulatory and Warning signs, Traffic Signal Equipment, Traffic Heads, Wiring and Detection Systems, Traffic Signals Poles and Mast Arms, Thermoplastic and paint pavement markings at intersections and school crossings, and Sign Plotters. Total FY2023 request \$4,430,000.

Justification:

These items have reached the end of their serviceable life.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Streets Asset Replacement	Construction - Non Building	\$131,000	\$0	\$0	\$0	\$0
Streets Asset Replacement	Repair and Maintenance	\$2,473,000	\$1,339,000	\$1,339,000	\$1,339,000	\$1,339,000
		\$2,604,000	\$1,339,000	\$1,339,000	\$1,339,000	\$1,339,000

Asset Replacement**Project Title** Traffic Pre-Emption Signal Replacement**Project #** A0181**Priority:** 0**Description:**

This project supports several emergency preemption traffic signal systems that need to be replaced city-wide. This project will allow for an overhaul and updating of the traffic pre-emption signal system, which can be completed over the next three years. Estimated cost \$450,000 total for FY2023, FY2024 and FY2025. Estimated completion by June 30, 2025. City has applied for federal funding thru Maricopa Association of Government. If the federal funds are approved than the funds for this project can be used for design and construction.

Justification:

It has been approximately five (5) years since many of these systems have been replaced and/or repaired (with exception of capital projects). This project will be a coordinated effort between the Development & Engineering Services Department, Police, and Fire as these systems serve and provide emergency vehicles the ability to preempt a traffic signal in emergency call situations. The system components are 10 to 20 years old and carry a 10-year warranty. All the system components except for three new signalized intersections have surpassed their warranty period and are due for repairs/replacement.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Traffic Pre-Emption Signal Replacement	Technology - Hardware CAP	\$250,000	\$150,000	\$150,000	\$0	\$0
		\$250,000	\$150,000	\$150,000	\$0	\$0

Asset Replacement**Project Title** Vehicle Replacement**Project #** A0147**Priority:** 0**Description:**

This fund is for the scheduled replacement of City vehicles and heavy equipment. The vehicles chosen to be replaced in FY2023 are...

UNIT #	CYCLE	REPLACEMENT COST	VEHICLE	MILEAGE	DEPARTMENT
1879	9	\$45,000	2014 FORD F-250 LIFT GATE SPL	65,847	STREETS
1921	9	\$38,000	2014 FORD F-150 Super CAB	73,953	CODE
1922	9	\$38,000	2014 FORD F-150 Super CAB	65,250	FIRE
1925	8	\$55,000	2015 CHEVY SILVERADO 4X4	63,103	PD PARK RANGER
1927	8	\$38,000	2015 CHEVY SILVERADO	60,686	WETLANDS LES
1934	7	\$63,268	2015 CHEVROLET TAHOE PPV	68,929	PD Patrol
1957	7	\$308,000	2016 PETERBILT REAR LOADER	56,032	SW UNCONT
1968	7	\$28,000	2016 CHEVROLET IMPALA	29,189	PD INVEST
1972	7	\$34,000	2016 FORD F-150	84,950	WATER BILLING
1995	7	\$49,000	2016 F-350 STAKE BED	73,529	SW RES CAN TRK
1997	7	\$181,000	2016 FORD F-550 PLATFORM TRK	48,953	TRAFFIC ENG
2000	7	\$63,268	2016 CHEVY TAHOE PPV	79,633	PD Patrol
2001	7	\$63,268	2016 CHEVY TAHOE PPV	73,755	PD Patrol
2007	7	\$63,268	2016 CHEVY TAHOE PPV	70,166	PD Patrol
2008	7	\$63,268	2016 CHEVY TAHOE PPV	64,766	PD Patrol
2011	7	\$63,268	2016 CHEVY TAHOE PPV	71,824	PD Patrol
2038	6	\$40,000	2017 BMW MOTORCYCLE	46,642	PD TRAFFIC
2043	7	\$63,268	2017 Ford Interceptor UTIL SGT	76,332	PD Patrol
2045	7	\$63,268	2017 Chevy Tahoe PPV	69,949	PD Patrol
2047	7	\$63,268	2017 Chevy Tahoe PPV	70,347	PD Patrol
2049	7	\$63,268	2017 Chevy Tahoe PPV	75,548	PD Patrol
2050	7	\$63,268	2017 Chevy Tahoe PPV	72,861	PD Patrol
2053	7	\$63,268	2017 Chevy Tahoe PPV	71,620	PD Patrol

Justification:

Each year, vehicles are assessed based on the current life to date and condition to determine the best replacement plan.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Vehicle Replacement	Vehicles	\$4,228,000	\$3,661,000	\$3,311,000	\$2,732,000	\$4,514,000
		\$4,228,000	\$3,661,000	\$3,311,000	\$2,732,000	\$4,514,000

Asset Replacement**Project Title** Water Asset Replacement**Project #** A0148**Priority:** 0**Description:**

The Water Meter Replacement Project is to provide the necessary funding to support the replacement of the aged and obsolete water meters within the city. Water meters for residential and commercial customers typically have useful life expectancy of approximately 10 years and an estimated 5 – 8 million gallons recorded. Many of the water meters within the city are at or nearing this stage. This program will take a proactive approach to allow for meter replacement in the four established designated meter reading zones. Water meter replacement will be accomplished systematically through each of these four zones. On an average, the Water Distribution Division crew changes out (replaces) approximately 800 water meters per year.

Justification:

The city having an inventory of over 25,000 water meters which are continually recording essential data to assure efficient water management and accuracy with customer billing. Many of these meters are at or quickly approaching the end of useful life. This funding will allow for the systematic and scheduled replacement of water meters throughout the city assure accurate billing information and eliminate the potential of inadvertent loss of revenue.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Water Asset Replacement	Construction - Non Building	\$530,000	\$0	\$0	\$0	\$0
		\$530,000	\$0	\$0	\$0	\$0

Asset Replacement

Project Title Lift Station Rehabilitation Program

Project # A0075

Priority: 13

Description:

The program provides funding to maintain and upgrade the City's existing wastewater lift stations. The program is designed to fund the rehabilitation of one site per year.

The current plan for remaining locations are as follows:

FY22 - 4th Street Lift Station

FY23 - Donatella Lift Station: \$200,000

FY24 - Friendship Park Lift Station: \$200,000

FY25 - 10th Street Lift Station: \$200,000

FY26 - Whyman Lift Station: \$200,000

FY27 - Phoenix Raceway Lift Station: \$200,000

Justification:

Lift Stations operate in a very corrosive environment where equipment damage and odor generation are constant. As these facilities age, the equipment needs replacement to ensure continued operations. The rehabilitation of each lift station typically consists of pump/motor replacements, piping, appurtenances and instrumentation replacement, generator repairs, and wet-well recoating. Public Works will continue to evaluate and prioritize the projects based on operational needs and facility conditions. Four of the 10 Lift Stations were rehabilitated in previous years.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Lift Station Rehabilitation Program	Construction - Non Building	\$1,431,000	\$200,000	\$200,000	\$200,000	\$200,000
		\$1,431,000	\$200,000	\$200,000	\$200,000	\$200,000

Asset Replacement**Project Title** Preventative street maintenance**Project #** T0099**Priority:** 37**Description:**

This project is an annual program that allocates funds for areas in need of minor repair and maintenance of streets, as well as preservation treatments. Typically these improvements consist of sealing surface cracks, rejuvenating pavements, and minor resurfacing. In addition to the City-wide crack seal, neighborhoods to be addressed in FY 2022 include A total of 106,932 square yards of slurry seal treatments in the Dysart Ranch, Glen Arms Farms, Roosevelt Park, Coldwater Springs, and Del Rio Ranch developments. Sections of Thomas Rd, Rancho Santa Fe, Lynx Drive, and Riley Drive will also be treated. A total of approximately 363,000 square yards of TRMSS (Tire Rubber Modified Surface Seal) is planned to be installed at Fulton Estates, Dysart Ranch, Glenhurst, Coldwater Springs, and Del Rio Ranch developments. Estimated completion is June 30, 2029.

Justification:

This program is used to extend the useful life of City roadways and provide safe driving surfaces for the traveling public.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Preventative street maintenance	Construction - Non Building	\$2,975,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
Preventative street maintenance	Design/Engineering	\$125,000	\$0	\$0	\$0	\$0
		\$3,100,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000

BLVD**Project Title** Parking Garage at BLVD Park and Ride**Project #** B0093**Priority:** 1**Description:**

This project as envisioned will consist of a new, approximately 4-level parking structure with approximately 400 parking spaces at Avondale's Park and Ride. The site is located on the north side of Dale Earnhardt Drive, between 114th Avenue and Park Avenue, within the Park Avenue District of The BLVD. The proposed site for the garage is on the south side of the existing Avondale Park and Ride. The north portion of the site not needed for the parking garage is proposed to be parceled off for future private development. The parking structure will be constructed of high quality, durable materials, and building systems to minimize operational, repair, and replacement costs, and will have an anticipated lifecycle of at least fifty years. Elements of The BLVD brand will be incorporated into the garage design, with energy-efficient and sustainable concepts required by code and integrated into the project's design. The infrastructure required to support the expected growth in low emission, hybrid, and electric vehicle usage as well as future installation of rooftop photovoltaic panels and utility rebates will be included to further the City's Sustainability Plan.

FY23: \$1,000,000

Estimated completion: FY23

Justification:

The parking garage will provide additional parking spaces for The BLVD, increasing visitor traffic and increase visitor traffic to Avondale's entertainment, recreation, conference, and hospitality venues supporting the businesses within The BLVD. The parking garage will help to make The BLVD into a regional destination with diverse recreation and entertainment Opportunities for visitors and help make The BLVD a desirable place to work, live, and play.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Parking Garage at BLVD Park and Ride	Building - CAP	\$0	\$0	\$0	\$0	\$0
Parking Garage at BLVD Park and Ride	Building - Construction	\$9,300,000	\$0	\$0	\$0	\$0
Parking Garage at BLVD Park and Ride	Technology - Hardware CAP	\$200,000	\$0	\$0	\$0	\$0
		\$9,500,000	\$0	\$0	\$0	\$0

BLVD**Project Title** The BLVD Multi-Tenant Monument Signs**Project #** B0129**Priority:** 11**Description:**

Prominent pedestrian-oriented retail nodes are planned at the main entries into the districts and adjacent to the intersections of Van Buren Street, Corporate Drive, Roosevelt Street, The BLVD, and Avondale Boulevard. This project will design, fabricate, and install new multi-tenant monument signs for The BLVD retail businesses. Estimated total project cost = \$200,000. Estimated completed date = 6/30/2023.

Justification:

The signs will provide advertising for The BLVD businesses and increase marketing and directional enhancement. These signs will proactively entice development.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
The BLVD Multi-Tenant Monument Signs	Construction - Non Building	\$175,000	\$0	\$0	\$0	\$0
The BLVD Multi-Tenant Monument Signs	Design/Engineering	\$25,000	\$0	\$0	\$0	\$0
		\$200,000	\$0	\$0	\$0	\$0

BLVD**Project Title** The BLVD Water Feature**Project #** B0130**Priority:** 14**Description:**

Project completion = 2/28/2022. Estimated Project Budget = \$5,100,000. There are three (3) water features envisioned as Part of this project. Water Feature 1 – The Lake: A water feature located south of The BLVD near the center of the site. This is the largest of the three water features, with an area of approximately 0.8 acres, and is meant to provide a lake-like setting. A portion of the lake will be stocked with Koi fish for pedestrian viewing. The City anticipates a pedestrian crossing across the water surface for connectivity within this future central plaza area. Water Features 2 and 3 – “Entry Water Features”: Located at the intersection of Avondale Boulevard and The BLVD, at the northeast and southeast corners of the intersection, these two water features serve as entry features into the development and are the points of focus at this major intersection, setting the stage for the future development within the Park Avenue District. Water Features 2 and 3 are envisioned to feature fountains, waterfalls, and prominent BLVD Logos mounted within the features.

Justification:

The City’s vision for The BLVD is to be a pedestrian-oriented, walkable, family-friendly live-work-play-entertainment attraction. The Plan presents innovative ideas to drive the design framework for placemaking in The BLVD. The core of the development is the Park Avenue District, and the City is initiating placemaking by designing and constructing several water features in the Park Avenue District. The BLVD will increase visitor traffic to Avondale’s entertainment, recreation, conference, and hospitality venues foster sustainable community development and maintain and expand quality infrastructure and improve connectivity to City amenities.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
The BLVD Water Feature	Building - Construction	\$576,000	\$0	\$0	\$0	\$0
The BLVD Water Feature	Design/Engineering	\$145,000	\$0	\$0	\$0	\$0
		\$721,000	\$0	\$0	\$0	\$0

BLVD**Project Title** The Blvd Marquee Sign**Project #** B0128**Priority:** 16**Description:**

This project will design, fabricate and install Marquee sign with a digital display on the abandoned SRPII site being purchased at the southeast corner of Roosevelt Street and Avondale Boulevard. "The BLVD" logo will be visible from both sides. Digital displays will face north and south.

Justification:

The sign will enhance our City branding for The BLVD and increase marketing and directional enhancement. In addition digital display advertisements will generate revenue for the City.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
The Blvd Marquee Sign	Construction - Non Building	\$6,000	\$0	\$0	\$0	\$0
The Blvd Marquee Sign	Design/Engineering	\$19,000	\$0	\$0	\$0	\$0
		\$25,000	\$0	\$0	\$0	\$0

General Government**Project Title** Mobile Lift for Fleet Shop**Project #** M0166**Priority:** 0**Description:**

This request will fund the purchase of a set of mobile lifts capable of lifting very large vehicles.

Justification:

Fleet Services currently has only one piece of equipment capable of lifting a large, heavy vehicles, such as a garbage truck, overhead. Due to shop space constraints, Fleet services is not able to install an additional fixed large vehicle lift. The purchase a set of heavy-duty mobile column lifts will allow fleet services to move the equipment capable of lifting a very large vehicle overhead to any one of our three flat bays.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Mobile Lift for Fleet Shop	Furniture, Fixtures, Equipment	\$86,000	\$0	\$0	\$0	\$0
		\$86,000	\$0	\$0	\$0	\$0

General Government**Project Title** Bridge Housing**Project #** M0176**Priority:** 1**Description:**

Project will consist of three new housing units, with two bedrooms and one bathroom, to be installed across 10th street from the city's resource center to assist Avondale's residents secure temporary housing. Additional scope includes site development with fiber to the site, dry & wet utilities, parking, landscape, and green space, as well as appliances and furnishings in the housing units. Total project budget: \$650,000. Estimated completion date: 6/30/2022.

Justification:

Individuals and families across the county are increasingly experiencing challenges in accessing affordable housing. When a family experiences a crisis and loses housing, they find it increasingly difficult address the immediate crisis and acquire permanent stable housing. The proposed Bridge Housing development would allow the city to immediately transition families out of homelessness in order to provide a stable experience that can facilitate placement into permanent housing. Bridge Housing is often thought of as the missing link between the shelter system and permanent housing. Project will support the City's effort to address the needs of those transitioning back into the Avondale Community.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Bridge Housing	Building - Construction	\$0	\$0	\$0	\$0	\$0
Bridge Housing	Design/Engineering	\$641,000	\$0	\$0	\$0	\$0
		\$641,000	\$0	\$0	\$0	\$0

Project Title	Emergency Operations Center (EOC) Upgrades	Project #	S0189
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Project # S0189

1

Replace TV wall for PD, Traffic, Training and EOC uses. Replace the existing 3 sections that each currently contain 9 individual TV's. This configuration is out of date cannot be repaired. Installation of 3 100" HDTV that can be partitioned into 9 different sections each. Includes restructuring/reconfiguring the wall to support the 3 monitors, wiring, cabling and software to manage the system.

One Time Cost (\$150,000)

2 of 9 TVs are not working. We are limited to the technology that we can use on that wall as well. That wall was Traffic's at PW and was moved to the EOC 4 years ago. It didn't survive the move very well and has continued to have issues. The new equipment will be 100" HDTV's.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Emergency Operations Center (EOC) Upgrades	Technology - Hardware CAP	\$150,000	\$0	\$0	\$0	\$0
		\$150,000	\$0	\$0	\$0	\$0

General Government**Project Title** Expand Municipal Court Lobby**Project #** M0051**Priority:** 1**Description:**

The project proposes to utilize available space to expand lobby area. Estimated completion 6/2023. Estimated project budget=\$756,000.

Justification:

The project will allow for more efficient and effective use of space and increase the effectiveness of security by re-positioning staff and security equipment.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Expand Municipal Court Lobby	Building - Contruction	\$688,000	\$0	\$0	\$0	\$0
Expand Municipal Court Lobby	Design/Engineering	\$68,000	\$0	\$0	\$0	\$0
Expand Municipal Court Lobby	Furniture, Fixtures, Equipment	\$72,000	\$0	\$0	\$0	\$0
		\$828,000	\$0	\$0	\$0	\$0

General Government

Project Title New Park & Ride at BLVD Parking Garage **Project #** B0191**Priority:** 1**Description:**

Build a bus pull out for two buses on the east end of the parking structure with a waiting area for riders.

Justification:

The City of Avondale has been awarded a federal grant through Maricopa Association of Governments (MAG) of \$600,000 with a \$150,000 match from the city, resulting in a total project budget of \$750,000. The project is expected to be complete by June 30, 2023.

This project will build a new park and ride bus pull out and waiting area for riders of the express bus services. The city will be decommissioning and selling the property where the current park and ride is now located. To provide continued services to the ridership, it was determined that the park and ride will be moved to the new city Parking Garage, which is being built due to new development in The BLVD.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
New Park & Ride at BLVD Parking Garage	Construction - Non Building	\$750,000	\$0	\$0	\$0	\$0
New Park & Ride at BLVD Parking Garage	Other Governments	\$600,000	\$0	\$0	\$0	\$0
New Park & Ride at BLVD Parking Garage	Public Art	\$14,000	\$0	\$0	\$0	\$0
		\$1,364,000	\$0	\$0	\$0	\$0

General Government**Project Title** Alamar Library Study**Project #** P0185**Priority:** 2**Description:**

This project includes a study to determine the need and possible location of a future library to serve south Avondale residents.

Justification:

The study will help determine whether the current arrangement of two libraries (Civic Center and Sam Garcia in Old Town) meet the needs of the growing population of Avondale.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Alamar Library Study	Design/Engineering	\$0	\$0	\$50,000	\$0	\$0
		\$0	\$0	\$50,000	\$0	\$0

General Government**Project Title** City Court Expansion Phase II Study and Design**Project #** M0188**Priority:** 2**Description:**

This project will consist of a Study and Design to improve and expand the City Court jury room and other areas. The Study will analyze City Court volume and needs to determine additional size necessary in jury room expansion. The Design will utilize Study findings and provide design services to expand jury room to proposed size.

The Study and Design will cost approximately \$100,000. Estimated \$25,000 and \$75,000 for the Study and Design respectively.

Justification:

The project to expand and enhance the current jury assembly area would benefit the Court and the City daily. We are looking to expand the area out to the southeast to create a Training/Conference Room. Currently, there is limited space to allow people to socially distance during jury selection for trials. We can only fit approximately 9-10 people in the area. The expansion would allow the Court to accommodate 25-30 prospective jurors on jury trial days. With the expansion of the existing space, the concept will include a small kitchenette/sink and bathrooms. The enhanced space will be used daily for multiple purposes. The expanded space will be used by attorneys to meet with their clients/families or witnesses during criminal court days. It would be utilized by Court staff for meetings and/or trainings, including regional court trainings. The Training/Conference Room will provide the proper equipment to host trainings and staff meetings including, network drops, WIFI access, conference/speaker phone, and large monitors or drop-down screens. It could also be used by City Departments for meetings and trainings when scheduling permits.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
City Court Expansion Phase II Study and Design	Design/Engineering	\$100,000	\$0	\$0	\$0	\$0
		\$100,000	\$0	\$0	\$0	\$0

Project Title MOSC Security & Workspace Improvements

Project # M0190

Priority: 2

Description:

Install security measures around the Municipal Operations Service Center (MOSC), such as cameras, fencing and new front gate. And reconfigure the office/workspace within the building to accommodate staffing growth. Total estimated cost is \$700,000 with an anticipated completion by June 30, 2023.

Justification:

There is currently no fencing along the east and south perimeters of the MOSC, and theft is a common occurrence. Installing cameras and fencing and replacing the current front gate will help increase security, minimize theft and bring a sense of safety to staff. Additionally, the Public Works department staffing is growing, and the current office configuration needs to be updated with new furniture and configuration to accommodate all staff members.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
MOSC Security & Workspace Improvements	Building - Contruction	\$0	\$0	\$0	\$0	\$0
MOSC Security & Workspace Improvements	Construction - Non Building	\$424,000	\$0	\$0	\$0	\$0
MOSC Security & Workspace Improvements	Design/Engineering	\$0	\$0	\$0	\$0	\$0
MOSC Security & Workspace Improvements	Furniture, Fixtures, Equipment	\$242,000	\$0	\$0	\$0	\$0
MOSC Security & Workspace Improvements	Land Acquisition	\$3,000	\$0	\$0	\$0	\$0
MOSC Security & Workspace Improvements	Technology - Hardware CAP	\$31,000	\$0	\$0	\$0	\$0
		\$700,000	\$0	\$0	\$0	\$0

General Government**Project Title** Resource Center**Project #** M0109**Priority:** 2**Description:**

The project is waiting for the delivery of a gun locker otherwise completed. This new location provides a new co-located human services facility to replace the existing Care1st Avondale Resource Center and Avondale Senior Center and Administration Offices that exceed service capacity and have reached their useful lifespan. In the near term, Resource Center staff anticipate a heightened need for services. The existing Senior Center is 12,000 square feet and the existing Resource Center is approximately 9,000 square feet. The new facility is expected to support all the services now offered, and through intentional design and efficient use of space, meet a host of additional human services needs that cannot be presently accommodated in existing facilities, with a building size approaching 25,000 square feet. A recent space and conceptual site study conducted by a third-party consultant estimates the total project cost to be \$11M. The new facility will be located on the City-owned property at 995 E Riley Drive.

Design is underway and the contractor was selected in FY 20.

Justification:

Resource Center staff have identified gaps in service and intend to expand their offerings by partnering with new providers in a new facility.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Resource Center	Furniture, Fixtures, Equipment	\$10,000	\$0	\$0	\$0	\$0
		\$10,000	\$0	\$0	\$0	\$0

General Government**Project Title** Wi-Fi access in common areas**Project #** M0165**Priority:** 3**Description:**

This project will add network infrastructure to indoor and outdoor areas of City facilities to enhance Wi-Fi services. As buildings, staffing, and uses change within our facilities, Information Technology needs to change the design of our Wi-Fi network. This will cover the design, build, and installation of new Wi-Fi infrastructure to ensure Wi-Fi services meet the changing needs.

This project has an estimated yearly cost of \$50K.

Justification:

As City facilities are updated through staffing or remodeling, Wi-Fi will need to be changed. Wi-Fi is designed based on the number of concurrent users, the amount of open space, and the type of services used on Wi-Fi. This project funding will be used for enhancements to; The New Visitor and Conference Center, Phoenix Raceway building, the BLVD and around the Lake at BLVD, Splash Pad, and areas around the ASC that will be used for public gatherings.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Wi-Fi access in common areas	Technology - Hardware CAP	\$100,000	\$50,000	\$50,000	\$50,000	\$50,000
		\$100,000	\$50,000	\$50,000	\$50,000	\$50,000

General Government**Project Title** Avondale Visitor and Conference Center**Project #** M0025**Priority:** 4**Description:**

Estimated project completion = 2/28/2022. Design and construction of a Avondale Visitor and Conference Center office building that is approximately 20,000 square foot to be located at the corner of Avondale Blvd. and Jefferson St. Total project budget - \$13,266,438.

Justification:

Apart from the Police, Library, and Court buildings, there are two office buildings on the Civic Center campus; City Hall and the adjacent city-owned building which is leased to commercial tenants, referred to as the "ISM Building". Both buildings are fully occupied resulting in the need for additional office space for city staff, as well as the opportunity to attract future tenants to the Civic Center campus. The Avondale Visitor and Conference Center building will be a two-story, 20,000 square foot facility located at the corner of Avondale Blvd. and Jefferson St. The total project cost is \$13.3M. \$1.3M was awarded for design and pre-construction in FY20 so the remaining funds required to bring the project to completion are \$12M. Project costs include design and construction services, as well as the furnishings and technology required to support a general office use.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Avondale Visitor and Conference Center	Building - Construction	\$522,000	\$0	\$0	\$0	\$0
Avondale Visitor and Conference Center	Design/Engineering	\$92,000	\$0	\$0	\$0	\$0
Avondale Visitor and Conference Center	Furniture, Fixtures, Equipment	\$105,000	\$0	\$0	\$0	\$0
Avondale Visitor and Conference Center	Technology - Hardware CAP	\$1,002,000	\$0	\$0	\$0	\$0
		\$1,721,000	\$0	\$0	\$0	\$0

General Government

Project Title Public Wi-Fi Enhancements

Project # M0101

Priority: 4

Description:

This project will provide funding for the Design, Purchase, and Implementation of WiFi and Services in our public spaces. FY2023 Planned Project – Enhance Public Wi-Fi at all City locations to provide a consistent experience for citizens and/or visitors using our guest Wi-Fi. This enhancement will match the experience provided at Festival Fields, including data and analytics.

American Rescue Plan Act portion to be completed by FY2024

Evaluate and access needs in FY2024 and will convert back to general funds if needed.

This is an on-going project estimated at \$100K annually.

Justification:

The City plans to brand our guest/public Wi-Fi with a consistent name, look, and experience. Many of our visitors use Wi-Fi at the Libraries and City buildings. However, when using the Wi-Fi at our Special Events or Parks, they must register and sign up for the Wi-Fi service again. This project will provide a standardized method to connect to Wi-Fi, customized branding and signage, and usage statistics. Provide technology for community parks to create places for work and play. Support community engagement gather usage data and analytics for marketing and economic development. And ensure WiFi accessibility keeps pace with the growth and development within the city.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Public Wi-Fi Enhancements	Technology - Hardware CAP	\$200,000	\$100,000	\$100,000	\$100,000	\$100,000
		\$200,000	\$100,000	\$100,000	\$100,000	\$100,000

General Government**Project Title** Special Event Wi-Fi Enhancements**Project #** M0119**Priority:** 5**Description:**

This project will enhance the City's offerings for standalone portable Wi-Fi units. This Special Event Wi-Fi system will provide generator-powered cellular and Wi-Fi hotspots.

Plan to purchase and implement by Dec 2022.

Project total \$75,000.

Justification:

Avondale needs a portable communications unit to provide cellular and Wi-Fi services. In addition, a mobile Wi-Fi system that can be used during events, emergencies, or outages and will benefit City staff, first responders, along with visitors and guests. This device will provide Wi-Fi service to areas that the City does not have existing network connectivity.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Special Event Wi-Fi Enhancements	Technology - Hardware CAP	\$75,000	\$0	\$0	\$0	\$0
		\$75,000	\$0	\$0	\$0	\$0

General Government**Project Title** Development Impact Fee Update**Project #** M0170**Priority:** 6**Description:**

The project will provide a budget for an outside consultant to complete an update of the City's development impact fees. The City's impact fees were last updated in August 2019.

Justification:

The city of Avondale has experienced tremendous growth in the past decades. To ensure new growth pays its proportionate share of infrastructure costs, development impact fees are collected by cities and towns to evenly and fairly distribute the burden of facility capacity to serve new development. These one-time charges are assessed to new development by local governments to recover the proportional cost of facilities benefiting new development based on specific calculations using standardized assessment schedules. Each development project pays a proportionate share of the cost of new infrastructure or necessary public services needed to support the new development. Arizona Revised Statutes (ARS) §9-463.05 provides a framework for cities and towns to assess, collect and administer development fees. As required by law, the city of Avondale will retain the services of an outside consultant to complete an update of the City's development impact fees for compliance with the requirements of ARS 9-463.05

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Development Impact Fee Update	Design/Engineering	\$150,000	\$0	\$0	\$0	\$0
		\$150,000	\$0	\$0	\$0	\$0

General Government**Project Title** Western Avenue Wi-Fi and Technology**Project #** M0178**Priority:** 6**Description:**

This project will create Wi-Fi hubs along Western Avenue in key locations for visitors and residents. In addition to Wi-Fi, digital signage and interactive mapping, and mobile apps will be created.

Justification:

To bring Wi-Fi and technology to Western Avenue for those who travel, work, and play on or near Western Avenues destinations.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Western Avenue Wi-Fi and Technology	Technology - Hardware CAP	\$200,000	\$0	\$0	\$0	\$0
		\$200,000	\$0	\$0	\$0	\$0

General Government

Project Title Enterprise Asset Management Software System **Project #** A0050**Priority:** 7**Description:**

Replacement of existing Asset Management system to a new system that integrates with Enterprise Resource Planning (ERP) software and Geographic Information System (GIS). PW, Parks and Rec., and Traffic.

FY2023 funding is intended implement Parks and Rec New Aquatic Center assets with FY2024 funding intended to encompass the rest of Parks and Rec assets.

This project is estimated to be completed in FY2026

Justification:

Replace our aging difficult to use application used by Public Works, Traffic and soon to be Parks and Facilities. We need an asset management system that will integrate with Geographic Information Systems (GIS), Enterprise Resource Planning (ERP), land management, and our Customer Relationship Management system. Our existing system does not integrate with our other systems and is time consuming for asset updates. This needs one-time funding to purchase the software and services but the ongoing costs will be less than our currently funded system.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Enterprise Asset Management Software System	Technology - Software CAP	\$121,000	\$50,000	\$110,000	\$0	\$0
		\$121,000	\$50,000	\$110,000	\$0	\$0

General Government**Project Title** Security Equipment**Project #** M0187**Priority:** 7**Description:**

This request for will address the needs of three (3) facilities managed by the Neighborhood and Family Services Department

Resource Center - (6) Exterior security cameras and for the North side and East side of the Arizona Complete Health Avondale Resource Center; Installation of key card access on (2) interior doors to control access from the lobby into the open workspace.

Sam Garcia Library – Exterior lighting on the North, West and South edges of the building; Cameras (3) outside on the North and West side of the building; Cameras (6) inside in the children's area, near the entrance, near restrooms on the 1st and 2nd floor and at the West side of the 2nd floor.

Civic Center Library - Cameras (2) outside at the Northwest and Southeast sides of the building; Cameras (2) inside in the Children's and adult areas.

This request includes related equipment, supplies and labor.

Justification:

The facilities listed have experienced an increase in the frequency and intensity of theft, vandalism and disturbing behavior from individuals both during and after hours of operations. These facilities have a number of security lights, cameras and door locks currently but, based on recent security assessments conducted by Avondale Police Department, Facilities and Neighborhood and Family Services staff these recommended improvements have been deemed necessary and urgent to protect the safety of visitors and staff as well as providing a deterrent to future theft and vandalism.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Security Equipment	Technology - Hardware CAP	\$65,000	\$0	\$0	\$0	\$0
		\$65,000	\$0	\$0	\$0	\$0

General Government

Project Title Technology for Conference Training Center **Project #** M0125**Priority:** 8**Description:**

The City will accommodate lecture-style instruction or interaction in the form of roundtable discussions and teleconferences using our conference center. In addition to A/V, the City will provide training laptops, mobile devices, and safe equipment storage.

Justification:

With the addition of equipment, this conference center will provide software training, improve technical competencies and employee development.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Technology for Conference Training Center	Technology - Hardware CAP	\$37,000	\$0	\$0	\$0	\$0
		\$37,000	\$0	\$0	\$0	\$0

General Government**Project Title** Tenant Improvements to Phoenix Raceway Building**Project #** M0127**Priority:** 8**Description:**

Estimated project completion = 6/30/2022. The project will include the design and construction of a tenant improvement to the City-owned Phoenix Raceway building located on the Civic Center Campus. Total project cost - \$1,013,000.

Justification:

This project is needed to relocate the Information Technology department (excluding central city servers) from the main City Hall building to the Phoenix Raceway building as recommended by the Civic Center Space Needs Study.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Tenant Improvements to Phoenix Raceway Building	Building - Contruction	\$139,000	\$0	\$0	\$0	\$0
Tenant Improvements to Phoenix Raceway Building	Design/Engineering	\$23,000	\$0	\$0	\$0	\$0
Tenant Improvements to Phoenix Raceway Building	Furniture, Fixtures, Equipment	\$181,000	\$0	\$0	\$0	\$0
Tenant Improvements to Phoenix Raceway Building	Technology - Hardware CAP	\$16,000	\$0	\$0	\$0	\$0
		\$359,000	\$0	\$0	\$0	\$0

General Government**Project Title** City Hall Building Renovation**Project #** M0021**Priority:** 9**Description:**

Estimated project completion = 5/31/2022. Estimated project total cost = \$650,000. Project will includes the design and construction of renovations to the existing City Hall building.

Justification:

This project will construct improvements to the main City Hall facility in accordance with Civic Center Space Needs Study.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
City Hall Building Renovation	Building - Contruction	\$560,000	\$0	\$0	\$0	\$0
City Hall Building Renovation	Design/Engineering	\$90,000	\$0	\$0	\$0	\$0
		\$650,000	\$0	\$0	\$0	\$0

General Government**Project Title** Citywide Fiber Expansion & Redundancy**Project #** M0177**Priority:** 9**Description:**

Create and Install a fiber loop around the city to connect network infrastructure equipment to city facilities and open spaces. This includes design, construction, and possible right-of-way acquisitions. Design/build/construction will start in FY2023 with estimated completion in FY2024. This is expected to be an ongoing project because of the continual need to expand and upgrade fiber throughout the City.

Estimated cost \$2,000,000

Justification:

The city is using a portion of the American Rescue Plan Act allocation to fund citywide fiber expansion and redundancy to ensure city operations continue through pandemics and other potential future disasters, and to keep pace with growth and development within the city.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Citywide Fiber Expansion & Redundancy	Technology - Hardware CAP	\$700,000	\$0	\$0	\$0	\$0
		\$700,000	\$0	\$0	\$0	\$0

General Government

Project Title Civic Center Plaza Hardscape and Landscape Improvements **Project #** M0029**Priority:** 10**Description:**

This project exists for carryover.

During FY2021, plans were developed for hardscape improvements within the Civic Center Campus at City Hall, including additional parking, porous pavement, painted asphalt, concrete, speed tables, bioswales, a plaza/courtyard area, seat walls, a trellis, trees, and shrubs. This project is for the construction of the improvements.

During FY2023 the Phase II design plans will be developed.

Justification:

This project will create an enjoyable and aesthetically pleasing space on our Civic Center Campus. These improvements will enhance the public spaces by creating texture, depth, and visual diversity to the public spaces on the Civic Center Campus. The project will also provide a connection to the new Avondale Visitor and Conference Center as well as additional parking for campus activities.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Civic Center Plaza Hardscape and Landscape Improvements	Building - Construction	\$973,000	\$0	\$0	\$0	\$0
Civic Center Plaza Hardscape and Landscape Improvements	Design/Engineering	\$138,000	\$0	\$0	\$0	\$0
		\$1,111,000	\$0	\$0	\$0	\$0

General Government

Project Title	Project Management Information Software	Project #	A0227
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Priority:	10
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Description:

City Departments require software to manage Capital Improvement Projects. This purchase will provide 40 user licenses (including 10 reporting and 2 site administrator licenses) per year along with initial and web-based training. Initial costs in FY2023 for software and training is \$105,000.

Justification:

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Project Management Information Software	Technology - Software CAP	\$105,000	\$0	\$0	\$0	\$0
		\$105,000	\$0	\$0	\$0	\$0

General Government

Project Title Civic Center Marquee Sign **Project #** T0028**Priority:** 12**Description:**

Estimated completion date = 6/30/2022. Estimated project budget = \$250,000. The project will consist of the design and construction of a Civic Center Marquee Digital sign with a Daktronics display that will be located at the corner of Avondale Boulevard and entrance to the new Civic Center Campus.

Justification:

The signage will improve pedestrian navigation within the Civic Center campus, build our brand equity and create a sense of space as our Civic Center Campus grows while enhancing the level of signage currently provided on our campus.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Civic Center Marquee Sign	Construction - Non Building	\$5,000	\$0	\$0	\$0	\$0
		\$5,000	\$0	\$0	\$0	\$0

General Government

Project Title Park Avenue Improvement from The BLVD to Fillmore Street **Project #** B0186**Priority:** 32**Description:**

The project will consist of design and construction of Park Avenue from The BLVD to Fillmore and to provide water and sewer to serve the proposed BLVD building and to access the building from Park Avenue including for fire. Park Avenue will have some street parking and the city may need to build a portion of Fillmore Street as well. The project will include water and sewer infrastructure.

Total project budget \$2,000,000 and estimated completion by June 30, 2023.

Justification:

Construction of a new 2-story commercial building and associated infrastructure at The BLVD will increase visitor traffic to Avondale's entertainment, recreation, conference, and hospitality venues.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Park Avenue Improvement from The BLVD to Fillmore Street	Construction - Non Building	\$1,750,000	\$0	\$0	\$0	\$0
Park Avenue Improvement from The BLVD to Fillmore Street	Design/Engineering	\$100,000	\$0	\$0	\$0	\$0
Park Avenue Improvement from The BLVD to Fillmore Street	Technology - Hardware CAP	\$150,000	\$0	\$0	\$0	\$0
		\$2,000,000	\$0	\$0	\$0	\$0

Parks and Recreation

Project Title Aquatic Center

Project # P0175

Priority: 1

Description:

Development of a municipal aquatic center in the Avondale Civic Center Complex includes the design and development of a complex with a competition pool with diving boards, play pool, bath house with locker rooms and multi-purpose rooms, and recreational features such as water slides, aquatic play units, lazy river, or other features as determined through public outreach.

Total project budget is \$30,000,000 for design, construction, technology and equipment and \$2,500,000 for the land acquisition. \$8,500,000 (including \$2,500,000 for land acquisition) budgeted in FY2022 and \$24,000,000 in FY2023. Estimated completion date June 30, 2023.

Justification:

The 2017 Parks, Recreation, Libraries and Trails Master Plan update included a citizen survey in which respondents were asked for the three future project improvements that were most important. One of the top responses was to "develop a new outdoor aquatic center." The Action Plan included Goal 1: Make Avondale a destination for events, activities, and tournaments to promote economic development; and Strategy 1.1.06: Respond to the community's priority for access to an aquatics facility based on the results of the Citizen Survey and 1.1.06a: Consider locations for an aquatics facility in central Avondale as the community grows. The aquatic center would provide swim lessons to youth and adults, open swim time, recreational and competitive swim teams, potential partnerships with healthcare providers for therapeutic recreation, partnerships with local schools for interscholastic swim teams and physical education, as well as local community colleges for collegiate swim and diving teams. The facility could also serve as a regional attraction for swim meets, increasing tourism to the city and our hospitality industry. The aquatic center would be the first such facility in Avondale and provide a much-needed recreation facility for the residents of Avondale.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Aquatic Center	Building - Construction	\$4,387,000	\$0	\$0	\$0	\$0
Aquatic Center	Construction - Non Building	\$22,200,000	\$0	\$0	\$0	\$0
Aquatic Center	Design/Engineering	\$1,438,000	\$0	\$0	\$0	\$0
Aquatic Center	Furniture, Fixtures, Equipment	\$1,000,000	\$0	\$0	\$0	\$0
Aquatic Center	Land Acquisition	\$90,000	\$0	\$0	\$0	\$0
Aquatic Center	Public Art	\$390,000	\$0	\$0	\$0	\$0

Aquatic Center	Technology - Hardware CAP	\$500,000	\$0	\$0	\$0	\$0
		\$30,005,000	\$0	\$0	\$0	\$0

Parks and Recreation

Project Title Civic Center Library Facility Improvements

Project # M0027

Priority: 1

Description:

This project will improve the facility with the new equipment to be purchased including Children's area play equipment \$7,000, STEM equipment, Makerspace equipment, Coding teaching tools \$7,000, Teen Gaming Equipment \$7,000, Colorful carpeting for children's area \$25,000, Glass Walls and door to enclose Teen Space \$20,000, Lockable storage in new STEM room \$10,000, Moving company to move and place new shelving \$3,000, Colorful, sound-dampening ceiling improvements \$8,000, Power and data for STEM room and new Children's area and new Teen area \$20,000. Total budgeted for FY2023 is \$146,000.

Estimated completion date of 6/30/2023.

Justification:

In Fiscal Year 2020, a space study was conducted for the Civic Center Library. The space study concluded the Civic Center Library needed a more welcoming atmosphere and provided a list of recommendations to improve the functionality of underutilized spaces. Staff reviewed the recommendations and identified a small list of improvements that include carpet, electrical, and data to define the new children's area and create a Makerspace/STEM Room and teen space that could be completed in-house. These improvements would help designate spaces for children, teens, and adults and would help initiate the repurposing of underutilized spaces and create a more inviting environment but has not yet begun to be completed. Not funding this request would delay the Library Division's ability to initiate improvements needed to improve the functionality of underutilized space at the Civic Center Library. This project is managed by Facilities.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Civic Center Library Facility Improvements	Building - Construction	\$292,000	\$146,000	\$0	\$0	\$0
		\$292,000	\$146,000	\$0	\$0	\$0

Parks and Recreation**Project Title** Community Center Repurposing**Project #** P0032**Priority:** 2**Description:**

This is a project to renovate the facility in Fiscal Year 2021-22 to repurpose the existing Community and Senior Center into a community recreation center. The overall construction costs for renovations depend on the outcome of the assessment being performed and the proposed uses for the facility. Renovations will take place in FY22 and the facility is planned to reopen to the public in the fall of 2022. Estimated total project budget = \$3,835,000. Estimated completion date = 12/31/2022.

Justification:

The renovation of the facility will create a space for recreation programming and community activities that will be an asset to the Old Town and Las Ligas neighborhoods, as well as the entire city.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Community Center Repurposing	Building - Construction	\$2,629,000	\$0	\$0	\$0	\$0
Community Center Repurposing	Design/Engineering	\$365,000	\$0	\$0	\$0	\$0
Community Center Repurposing	Furniture, Fixtures, Equipment	\$210,000	\$0	\$0	\$0	\$0
Community Center Repurposing	Public Art	\$21,000	\$0	\$0	\$0	\$0
Community Center Repurposing	Technology - Hardware CAP	\$315,000	\$0	\$0	\$0	\$0
		\$3,540,000	\$0	\$0	\$0	\$0

Project Title Sand Volleyball Courts

Project # P0113

Priority: 3

Description:

The initial design for two sand volleyball courts and related amenities was completed in Fiscal Year 2019-2020 from the original \$100,000 budget. Construction costs are estimated at \$850,000 for four sand volleyball courts. Staff is also recommending adding a restroom building for players and spectators estimated to cost \$300,000. Program improvements include sand volleyball courts, wrought iron fencing around perimeter, spectator seating, chilled drinking fountain, and landscaping improvements. Project improvements include electrical for lighting, concrete/flat work, fencing, ADA access and spectator areas, grading, earthwork, landscaping, plumbing, and security cameras. Grant receipt was approved at the 12/13/21 council meeting in the amount of \$162,500. Restrooms and volleyball courts must be completed by 12/31/2022 or grant will be lost. Construction cost and scope changes (restrooms) increases necessitates an increase of \$520,000 in FY23 along with grant funding added. Total estimated construction budget = \$1,508,000. Estimated completion date: 12/31/2022.

Justification:

The objective is to provide added recreational activity and to bring added visitors within the Boulevard and businesses in Avondale. The facility will be managed by the City and uses can be coordinated with American Sports Center as court reservations and time allows.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Sand Volleyball Courts	Construction - Non Building	\$162,000	\$0	\$0	\$0	\$0
Sand Volleyball Courts	Design/Engineering	\$89,000	\$0	\$0	\$0	\$0
Sand Volleyball Courts	Land Improvement	\$1,782,000	\$0	\$0	\$0	\$0
Sand Volleyball Courts	Public Art	\$16,000	\$0	\$0	\$0	\$0
Sand Volleyball Courts	State Sources	\$162,000	\$0	\$0	\$0	\$0
Sand Volleyball Courts	Technology - Hardware CAP	\$35,000	\$0	\$0	\$0	\$0
		\$2,246,000	\$0	\$0	\$0	\$0

Parks and Recreation

Project Title Parks Federal Grant Compliance Projects

Project # P0096

Priority: 4

Description:

Staff in cooperation with the Arizona State Parks Grant Coordinator has identified compliance issues with previously awarded Land and Water Conservation Fund (LWCF) grants. Specifically, LWCF grants were awarded for Donnie Hale Park, Mountain View Park, and Coldwater Park. Federal guidelines require that these remain parks in perpetuity. If circumstances change, parks may be converted (relocated) to another area within the jurisdiction provided it is on land of equal or greater value and comparable outdoor recreational amenities are maintained.

Anticipate carry over funds to complete this project in FY23.

Justification:

Develop a plan to bring the City in compliance with the guidelines for the federal grants, which will also allow for future LWCF grants to be awarded. The plan will help identify future funding needs for compliance.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Parks Federal Grant Compliance Projects	Land Improvement	\$190,000	\$0	\$0	\$0	\$0
		\$190,000	\$0	\$0	\$0	\$0

Parks and Recreation**Project Title** Civic Center Park**Project #** P0174**Priority:** 5**Description:**

This project includes developing public park amenities on the 4.39-acre parcel (APN 101-01-016) in the Civic Center Complex. A conceptual design for the passive park includes open turf areas, large and small picnic ramadas, inclusive playgrounds for 2-5 and 5-12-year-old age groups, numerous shade trees, a small water feature, and site amenities including benches, picnic tables, trash receptacles, and rules/interpretive signage. Sustainable solutions will include energy-efficient area lighting and a smart irrigation system to optimize water usage. Parking will be located off-site in new or existing Civic Center parking lots. The park's final design will take into consideration access to adjacent facilities and parking, including the new aquatic center. Carryover budget of \$600,000 will make this total project budget - \$3,900,000. Estimated completion June 30, 2023.

Justification:

A park in the Civic Center would improve service levels for the nearby residential communities that currently lack access to a public park. The park would also serve as an outdoor extension of the Civic Center Library, allowing an expansion of programming for the facility. Lastly, the park would close the gap between existing city facilities on the campus and the new aquatic center scheduled to be completed in 2023.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Civic Center Park	Construction - Non Building	\$1,781,000	\$0	\$0	\$0	\$0
Civic Center Park	Design/Engineering	\$969,000	\$0	\$0	\$0	\$0
Civic Center Park	Land Improvement	\$1,089,000	\$0	\$0	\$0	\$0
Civic Center Park	Public Art	\$32,000	\$0	\$0	\$0	\$0
		\$3,871,000	\$0	\$0	\$0	\$0

Parks and Recreation**Project Title** Deconcini Park Enhancements**Project #** P0193**Priority:** 7**Description:**

Enhancements to Deconcini Park utilizing American Rescue Plan Act (ARPA) funds in FY2023. Project includes replacing the playground and ramadas as well as site amenity upgrades. These amenities include trash cans, benches, picnic tables, etc. The project also calls for electrical upgrades and connectivity improvements such as sidewalks to make the ramadas ADA compliant. Total cost \$1,200,000 including \$200,000 (GF) for design and technology and estimated completion June 30, 2023.

Justification:

The city has access to ARPA funds that can only be spent during a limited period of time. Parks and Recreation has identified key improvements at Deconcini Park that are eligible to receive ARPA funds and can be used to enhance park functionality and visual appeal.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Deconcini Park Enhancements	Design/Engineering	\$125,000	\$0	\$0	\$0	\$0
Deconcini Park Enhancements	Land Improvement	\$1,000,000	\$0	\$0	\$0	\$0
Deconcini Park Enhancements	Technology - Hardware	\$75,000	\$0	\$0	\$0	\$0
		\$1,200,000	\$0	\$0	\$0	\$0

Parks and Recreation**Project Title** Avondale Agua Fria Wetlands Study**Project #** P0015**Priority:** 8**Description:**

Study for the possible expansion of Friendship Park north of McDowell Rd. utilizing COA and FCDMC land. Potential to add 70+ acres to park system (48 developed), including unique riparian area utilizing existing recharge basins. Staff is seeking funds to develop a conceptual design only in FY2022. The plan will help identify costs, which will be essential in pursuing grant opportunities. Development of the project will be pushed out until FY2027 while identifying funding sources.

Anticipate carry over funds to complete this project.

Justification:

Seeking funds to develop conceptual design and cost estimate, which are necessary to pursue grants or other funding mechanisms.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Avondale Agua Fria Wetlands Study	Design/Engineering	\$715,000	\$0	\$0	\$0	\$0
		\$715,000	\$0	\$0	\$0	\$0

Parks and Recreation**Project Title** Crystal Gardens Trail Improvements**Project #** P0034**Priority:** 9**Description:**

This request is to renovate the existing infrastructure and assets that are currently unsafe in some areas, and failing in other areas throughout each of the various lakes that the city is required to maintain by a development agreement. The project will replace an existing deteriorated metal edging along the existing walking paths in all 21 small ponds/lakes within the Crystal Gardens development with concrete curbing. Also, re-compact the soft-surface walking path along with site restoration after the concrete flatwork disturbance. Additional improvements to many of the lake cells also include landscape replacements such as irrigation system modifications and upgrades to better reduce water consumption, landscape plantings to replace plants that have perished over time, and decomposed granite throughout the various lake "cells" in the Crystal Gardens residential area. Estimated project cost \$1,217,000 and completion June 30, 2025.

Justification:

The existing landscape and paths along the various lake areas are part of the city's discharge and water reclamation facilities. These service areas are nearing 20 years of age and are in a state of decline and in need of replacement. Original irrigation systems are failing. The trail buffering is failing and in need of replacement with a more permanent solution, such as a concrete curb. Much of the landscaping has died and needs replacement. In 2014 capital funding was established to renovate metal edging to a concrete curb that separates granite walking path and grass. Concrete edging has been replaced in 12 of the 21 cells. It is estimated that another \$1,000,000 will complete renovations for the 9 remaining cells if the work was completed in one phase.

Priorities for these replacements and renovations occur between the City's staff expertise with input from our landscape maintenance contractor based on the system condition, and with input from the homeowners association board members.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Crystal Gardens Trail Improvements	Land Improvement	\$315,000	\$275,000	\$275,000	\$0	\$0
		\$315,000	\$275,000	\$275,000	\$0	\$0

Parks and Recreation

Project Title Sport Field Lighting Friendship

Project # P0120

Priority: 10

Description:

This project will retrofit the current metal halide sports field lighting at Friendship Park to LED technologies that have improved energy efficiency and control spill light and glare. In FY2024, upgrades are planned for Friendship Park. This project is to convert the existing sports field lighting systems to LED lighting by changing fixtures and bulbs and using the most recent vendor lighting technology available to enhance the field and rental use, as well as lessen electrical requirements. There is one adult-sized softball field, two youth-sized baseball/softball fields, and five full-sized soccer fields on site that have new lighting. This project will also add new pedestrian lighting from the southwestern edge of the property along the Agua Fria River Trail to the existing restroom area on the western-most parking area to provide access to comfort facilities (restrooms and chilled drinking fountains) for park and trail users. Estimated completion June 30, 2027.

Justification:

The metal halide lights on the sports fields at both community parks are beginning to reach the end of its useful life. The upgrade to LED technology utilizing the existing poles will be more energy-efficient and control the light spill and glare.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Sport Field Lighting Friendship	Land Improvement	\$175,000	\$500,000	\$750,000	\$0	\$0
Sport Field Lighting Friendship	Public Art	\$0	\$0	\$13,000	\$0	\$0
		\$175,000	\$500,000	\$763,000	\$0	\$0

Parks and Recreation

Project Title Future Community Park - Alamar Development

Project # P0171

Priority: 11

Description:

At the City's request, IT infrastructure for Wi-Fi and security cameras is requested in the park. This will cost an additional \$485,000 over and above the original project. Staff is requesting \$135,000 in FY22 and the balance of \$350,000 in the project budget. Once completed, the city is obligated to maintain the park. The lake will serve as the reservoir for irrigation not only for the park but also for irrigation of many common areas throughout the residential development. That water will be metered and funded by the developer/homeowners association for irrigation water in residential common areas. The park includes the construction of a 40-acre community park in the southern area of the city in cooperation with private development. Park amenities include lighted sports fields for youth and adult activities, a lake that can be used for irrigation of non-potable water, and recreational purposes such as fishing. Also, the park includes playgrounds, water play areas like splash pads, group, and individual picnic areas, hard court areas for tennis; basketball; and/or pickleball, fitness court, multi-purpose areas, maintenance facilities, and landscaping and parking to support the various activities. The park is located near the El Mirage Road and Broadway Road intersection. The design of the park is complete, and construction began in November 2020. The construction duration will extend over two fiscal years and is anticipated to be completed in Spring 2022.

Once completed, the city is obligated to maintain the park. The lake will serve as the reservoir for irrigation not only for the park, but also for irrigation of many common areas throughout the residential development. That water will be metered and funded by the developer/homeowners association for irrigation water in residential common areas.

Estimated Complete by June 30, 2022

Justification:

The next community park in the Alamar development is identified in the adopted Infrastructure Improvement Plan for use of development impact fees for a 30-acre community park project. The City entered into a development agreement with Brookfield Development to develop a 30-40 acre community park in the Alamar residential community. The City's \$8 million financial commitment is over two fiscal years and combined with Brookfield's \$6.9 million investment to design and construct the park. The project is being managed by the Brookfield Residential development group in close partnership and cooperation with Avondale staff. The project was bid according to all state of Arizona procurement requirements, and all investments by Avondale to the 40-acre park site are in compliance with the use of development impact fee requirements to comply with strict procurement laws.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Future Community Park - Alamar Development	Building - Contruction	\$50,000	\$0	\$0	\$0	\$0
Future Community Park - Alamar Development	Land Improvement	\$2,478,000	\$0	\$0	\$0	\$0
Future Community Park - Alamar Development	Technology - Hardware CAP	\$486,000	\$0	\$0	\$0	\$0
		\$3,014,000	\$0	\$0	\$0	\$0

Parks and Recreation**Project Title** Fiber Optic Connectivity in Parks**Project #** P0055**Priority:** 12**Description:**

Enhancements to public WIFI for citizens & visitors while visiting Avondale parks and public spaces. Potential ARPA funds for Alamar Park?

Justification:

Provide technology for community parks to create places for work and play. Support community engagement, gather usage data and analytics for marketing and economic development.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Fiber Optic Connectivity in Parks	Technology - Hardware CAP	\$88,000	\$0	\$0	\$0	\$0
		\$88,000	\$0	\$0	\$0	\$0

Parks and Recreation

Project Title Neighborhood Park Enhancements

Project # P0085

Priority: 14

Description:

Estimated Donnie Hale Park completion 6/30/2022. The focus for FY22 will be on the Donnie Hale Park Revitalization. The project includes renovation to the ball field, a new spectator plaza, area lighting, basketball court improvements, new mini-pitches (soccer), picnic ramadas, electrical improvements, and improved connectivity. Staff hopes to utilize a matching grant from the Land and Water Conservation Fund (LWCF) to complete the entire project without reducing the scope of work. Staff prioritizes funding for various park amenity replacements at all neighborhood parks including amenities like park signs, benches, trash receptacles, pet waste dispensers, picnic tables, picnic shelters/ramadas, shade structures, irrigation systems controllers, drinking fountains, hard court surfacing, lighting systems, etc.

FY2023 will focus on improvements at Deconcini Park. Project will include design/engineering costs as well as adding security cameras and other IT related upgrades.

Justification:

The city has the opportunity to utilize existing ARPA funds to pay for neighborhood park upgrades and can use existing funds from the Neighborhood Park Enhancements Project to cover design/engineering and IT related costs. Because the city only has a limited time to use these funds, utilizing general fund dollars to cover design costs will move the project along faster and allow for construction to be completed within the timeframe allowed to spend ARPA funds.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Neighborhood Park Enhancements	Design/Engineering	\$0	\$0	\$0	\$0	\$0
Neighborhood Park Enhancements	Land Improvement	\$2,359,000	\$0	\$0	\$0	\$0
Neighborhood Park Enhancements	Technology - Hardware	\$0	\$0	\$0	\$0	\$0
		\$2,359,000	\$0	\$0	\$0	\$0

Parks and Recreation**Project Title** Mountain View Park Expansion**Project #** P0083**Priority:** 15**Description:**

This request is for new park amenities to add to the park in an area that is being vacated and is currently occupied by the well storage facility located at the southeast corner of 3rd Street and Mountain View Road. New park amenities include a picnic shelter/ramada, additional off-street parking, a chilled drinking fountain with a new potable water supply line to the park, and landscaping. In addition, this project will also replace the existing playground structure, safety surfacing, and shade canopy over the playground area using the existing area. Estimated total project budget = \$685,000. Estimated completion date = 6/30/2023.

Justification:

The public works department is planning to remove the large storage tank and well that currently exists on the property. The area to be vacated is 12,800 square feet. The park improvements will restore the well site area as part of the park parcel and provide added park amenities, as well as replacing the existing playground area that has exceeded its useful life expectancy.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Mountain View Park Expansion	Land Improvement	\$635,000	\$0	\$0	\$0	\$0
		\$635,000	\$0	\$0	\$0	\$0

Parks and Recreation

Project Title Multi-Modal Trail System

Project # P0084

Priority: 16

Description:

This request is to develop new primary trails along the Agua Fria River corridor and connect missing links of trails from residential areas to the primary trail on the Agua Fria River. Phased development of various segments are identified to extend the primary trail between Indian School Road on the northern end of Avondale to Lower Buckeye Road at Festival Fields within the next five years, and within the 10-year program, trails connecting the northern city limits at Indian School Road to the Gila River. In FY2023, a Design Concept Review (DCR) is planned to help guide future expansions of the multi-modal trail system. Phased implementation of recreational trails and improvements throughout the West Valley Multi-modal Recreation Corridor parallel to the Agua Fria River. A multi-modal trail system will be developed to provide connectivity between the Agua Fria River, the El Rio Watercourse Master Plan, Tres Rios, and the City of Avondale Bike, Pedestrian and Trails Master Plan. Estimated completion June 30, 2029.

Justification:

Development of the trail connections include City of Avondale investment and adjacent development requiring connectivity. Priority trail development is focused along the Agua Fria River between Indian School Road and Lower Buckeye Road. In addition to private development/investment and capital improvement program funding, federal funding will be sought to leverage costs to maximize the future development of the trails system along the Agua Fria river.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Multi-Modal Trail System	Design/Engineering	\$200,000	\$200,000	\$200,000	\$200,000	\$0
Multi-Modal Trail System	Land Improvement	\$0	\$0	\$0	\$0	\$0
Multi-Modal Trail System	Public Art	\$0	\$0	\$0	\$0	\$0
		\$200,000	\$200,000	\$200,000	\$200,000	\$0

Public Safety**Project Title** Old Town Public Safety Facilities Repurpose Study**Project #** S0197**Priority:** 1**Description:**

The existing police station and detention center on Western Ave, and the existing fire station 171 on Belmont Street will be relocated to a new combined public safety facility at 10th Street and Western. It is expected the current facilities will be vacated by June 30, 2023. This study will provide a condition assessment of the buildings, parking lot, and site to guide leadership for the dispensation of the property. The total cost of the study is expected to be no more than \$100,000 and will be completed prior to June 30, 2023.

Justification:

These facilities are in the heart of Old Town Avondale and may be repurposed for commercial use. The study will help determine how the properties will be marketed and will provide information to potential buyers in order to maximize the potential sale value.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Old Town Public Safety Facilities Repurpose Study	Design/Engineering	\$100,000	\$0	\$0	\$0	\$0
		\$100,000	\$0	\$0	\$0	\$0

Public Safety**Project Title** Raceway Building 2nd Floor**Project #** M0195**Priority:** 1**Description:**

This project will provide for the design and renovations of the 2nd floor of the public building located at the corner of Avondale Boulevard and Civic Center Drive. The first floor of the building is currently occupied by the City's IT and Fire Administration Departments, and the Emergency Operations Center (EOC). The second floor is currently occupied by the Phoenix Raceway, who has expressed a desire to vacate the property in January 2023. This vacancy will allow the City, specifically the Office of Public Safety (OPS) and the Fire Administration, to grow into the space while allowing for the Emergency Operations Center to expand to include a camera observation program for the City. Design can begin upon the vacancy with construction completed by June 30, 2024. The project will include new furniture, IT needs, remodeling of the space and may include renaming of the building. The total estimated cost of the project is \$1,875,000

Justification:

City Council created the Office of Public Safety in FY2022. In order to maximize the potential of the new office, growth offices created in the IT renovation of the first floor were reassigned to OPS. It is expected that IT will need the space in future years. This location will allow for OPS to remain on the Civic Center Campus and not negatively affect the space needs of other City departments. Cost based on the \$125/sf to remodel the first floor for IT in FY2022.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Raceway Building 2nd Floor	Building - Contruction	\$0	\$1,175,000	\$0	\$0	\$0
Raceway Building 2nd Floor	Design/Engineering	\$100,000	\$0	\$0	\$0	\$0
Raceway Building 2nd Floor	Furniture, Fixtures, Equipment	\$0	\$400,000	\$0	\$0	\$0
		\$100,000	\$1,575,000	\$0	\$0	\$0

Public Safety**Project Title** Training Center Site Improvements and Upgrades**Project #** S0142**Priority:** 1**Description:**

Estimated completion date = 6/30/2022. Estimated total project budget = \$330,000.

Site security, safety, and maintenance issues need to be addressed at the fire training facility located near the Municipal Operations Service Center. The facility improvements include security fencing, installing stairs from the classroom to the fire training facility, and replacing the asphalt.

Justification:

The City has experienced frequent security issues in the past creating a liability concern with the training equipment stored at the facility. Furthermore, access from the classroom to the fire training facility is currently not safe or efficient until stairs are installed.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Training Center Site Improvements and Upgrades	Repair and Maintenance	\$330,000	\$0	\$0	\$0	\$0
		\$330,000	\$0	\$0	\$0	\$0

Public Safety**Project Title** Police Communications Bureau Remodel**Project #** S0198**Priority:** 2**Description:**

The communication bureau has limited space and by working with architects, and the furniture designer, we believe that the room can be remodeled to allow us 10-12 additional positions, depending on final design. The building layout is fairly restrictive, so furniture layout and office locations must be efficient. Outside of a total new build or taking out more cubicles, the additional 10-12 positions is the maximum the area can efficiently accommodate. Total estimated cost is \$1,600,000 including \$160,000 for design and \$1,440,000 for construction and FFE, and anticipates completion by June 30, 2024.

Justification:

The Communications center needs to be expanded in order to keep up with the rapid growth of the city. We currently have six fully functioning positions. The current expansion design would allow for up to 12 positions on the Communications floor. With the increasing call volume and radio traffic, the additional work space would allow us to increase our minimum staffing which would increase the service to our internal and external customers. The expansion would also leave room for growth.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Police Communications Bureau Remodel	Building - Contruction	\$0	\$1,120,000	\$0	\$0	\$0
Police Communications Bureau Remodel	Design/Engineering	\$160,000	\$0	\$0	\$0	\$0
Police Communications Bureau Remodel	Furniture, Fixtures, Equipment	\$0	\$320,000	\$0	\$0	\$0
Police Communications Bureau Remodel	Public Art	\$0	\$16,000	\$0	\$0	\$0
		\$160,000	\$1,456,000	\$0	\$0	\$0

Public Safety**Project Title** Police Detention Center and Fire Station 171**Project #** S0104**Priority:** 2**Description:**

This project will construct a shared Police and Fire facility located at 10th Street and Western Avenue, and will replace the existing Fire Station 171 and Police Detention Center and Police Substation.

This would be a like-for-like project to the existing fire station with 3 bays, 10 dorm rooms, and approximately 12,000 square feet. The design stage will begin in FY2022 with construction commencing in FY2023, with an estimated project cost of \$25,300,000. This project will eliminate the increasing maintenance costs of the existing buildings that would otherwise require major and significant renovations to accommodate the current needs of both Fire and Police.

The Police Detention Center and Police Substation will be approximately 10,000 square feet, with 5,000 square feet dedicated to Detention, and the other 5,000 square feet to Patrol. The Detention Center will have 4 large dorm style cells that will hold 8 people. In the back area of the jail will also have a laundry room and kitchen to heat up inmate meals and a storage room for supplies and restraints. Near the front lobby there will be a visitor area and bond posting area, and the front of the jail will have a large booking area that includes a control room, office, temporary holding cells, IA court/video room, DUI processing room, and an AFIS/mugshot area. The detention area will also have administration offices that will have a manager office, sergeant office, interview observation room and a breakroom.

Estimated project total cost = \$25.4m with an estimated completion date of 6/30/2023.

Justification:

The cost of maintenance and upkeep of the buildings have continued to increase. The detention facility was never designed from the onset to be a facility to house and book prisoners. There is no locker room for officers to change into uniforms and lockers must be stored in the briefing area. There have been significant maintenance issues with the detention facility including, plumbing issues, damage to the facility from prisoners, inadequate security of the prisoners, and security issues such cameras, lighting, and design.

Avondale Fire Station 171 was originally constructed in 1985 and went through a major remodel and renovations in 2006. With much of the same infrastructure from the original building, FS171 in its current form, has reached its useful lifespan. This facility will require major and significant renovations to improve and bring the building up to current standards and conditions. FS171 is designed to house an engine company and can also include an supplemental apparatus. The current fire station configuration facing 5th street is not conducive to rapid access other than to the south since the construction of the Sam Garcia library several years ago cut off the 5th street connection to Western Avenue.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Police Detention Center and Fire Station 171	Building - Contruction	\$21,485,000	\$0	\$0	\$0	\$0
Police Detention Center and Fire Station 171	Design/Engineering	\$1,245,000	\$0	\$0	\$0	\$0
Police Detention Center and Fire Station 171	Furniture, Fixtures, Equipment	\$1,295,000	\$0	\$0	\$0	\$0
Police Detention Center and Fire Station 171	Public Art	\$228,000	\$0	\$0	\$0	\$0
		\$24,253,000	\$0	\$0	\$0	\$0

Public Safety**Project Title** Security Cameras and Equipment**Project #** M0118**Priority:** 2**Description:**

Add cameras to libraries, various city locations, & traffic signals for enhanced surveillance and police crime analysis.

Justification:

Installation of security cameras at city locations will provide security of city facilities and enhance police crime analysis.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Security Cameras and Equipment	Technology - Hardware CAP	\$25,000	\$0	\$0	\$0	\$0
		\$25,000	\$0	\$0	\$0	\$0

Public Safety

Project Title Alamar Public Safety Substation Design

Project # S0013

Priority: 3

Description:

This project is for the design of the Alamar Public Safety Substation. Within the Alamar Master Planned Community, a general location site has been identified through the developer and we are seeking funding to design and construct a public safety facility to accommodate both police and fire response as well as the addition of a new fire engine with all the necessary fire equipment. The fire station would be designed to house an engine company and include space for an ambulance crew as well. The police station will have several squads assigned out of this building. The police substation will be utilized as a briefing and housing location for police officers and other staff. The new fire engine would be coordinated with the construction of the public safety facility. Design, specifications and construction of this type of apparatus takes approximately a year to build and would be ordered to coordinate delivery prior to the opening of the new public safety facility.

Current projections for the construction of the public safety facility is tentatively scheduled to begin construction in fiscal year 2025 and would have a 9 to 12-month construction timeline. A full project design is projected to begin in fiscal year 2024.

This is a combined project to include the Fire & Medical Department and the Police Department to share design and construction of the project. The public safety facility building will be approximately 27,000 square feet with 8,000 sq. ft. dedicated to police and 19,000 sq. ft. dedicated to fire for a 3 bay and 10 dorm room fire station with a shared fitness center.

Justification:

Alamar is a new 1,124-acre master planned community with over 3,600 homes at build out as well as commercial development. It is located south of Lower Buckeye Road between Avondale Boulevard and El Mirage Road in the southern portion of the city. The Alamar development is currently underway and will have over 450 homes constructed in year 2020.

This project is a full fire and police public safety facility to provide adequate coverage and address necessary response needs in the new Alamar Community and other development in the area. The community is expected to be large enough to host a joint police substation and fire station that will be placed in the center of the community to provide public safety. This will provide a police presence for uniformed officers in the southern portion of the City, and it will allow for officers and firefighters to work out of the public safety facility that will part of the community.

Given the geographic locations of the police station, sub stations and our current fire station, it will be necessary to address coverage and response needs for the Alamar Community. To deal with the anticipated population increase and area growth, a new fire and police public safety facility will be necessary to maintain coverage and response times in this area of the city.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Alamar Public Safety Substation Design	Design/Engineering	\$0	\$1,800,000	\$0	\$0	\$0
		\$0	\$1,800,000	\$0	\$0	\$0

Public Safety**Project Title** BLVD Police Substation**Project #** S0194**Priority:** 3**Description:**

This project will construct an approximate 1000 sf police substation adjacent to the BLVD parking garage with design in FY2027 and construction to be completed by June 30, 2028. The total estimated cost of the project is \$1,065,000. A study in FY26 will better inform the cost estimate and the total size needed.

Justification:

As the BLVD district builds out, there will be an increased need for police presence in the area. As part of the garage design and construction, staff were able to incorporate elements to reduce the future cost of this building and a minimal cost.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
BLVD Police Substation	Building - Construction	\$0	\$0	\$0	\$0	\$0
BLVD Police Substation	Design/Engineering	\$0	\$0	\$0	\$25,000	\$100,000
BLVD Police Substation	Furniture, Fixtures, Equipment	\$0	\$0	\$0	\$0	\$0
BLVD Police Substation	Technology - Infrastructure	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$25,000	\$100,000

Public Safety**Project Title** Van Buren Street Fire Station #175**Project #** S0146**Priority:** 4**Description:**

Estimated completion date = 6/30/2022. Estimated project budget = \$12,425,000. This project includes the design of a fire station from Conceptual Design through Final Design. This approximately 17,000 square foot single story station will be designed and constructed with 3 apparatus bays on an approximately 3.0-acre portion of the city's property. Utilities are available in the vicinity of the site and minimal Right of Way improvements are being required other than driveways, modification to existing traffic signal, and water connection. Sewer is along the south side of the project and a small lift station is needed. Construction of the fire station is being completed through a Construction Manager @ Risk (CM@R) project delivery method during the FY2022 fiscal year. A temporary Fire Station was also completed for the new fire recruit class starting work before the permanent station was completed. Fiber connection between Avondale and Dysart along Van Buren included to serve station and future and existing City amenities.

Justification:

To deal with the anticipated population increase and area growth, a new fire safety facility will be necessary to maintain coverage and response times in this area of the city.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Van Buren Street Fire Station #175	Building - Contruction	\$2,000,000	\$0	\$0	\$0	\$0
		\$2,000,000	\$0	\$0	\$0	\$0

Public Safety**Project Title** Parking Improvements at Fire Station 172**Project #** S0094**Priority:** 5**Description:**

This project will consist of the design and construction of improvements to the existing fire station located at 107th Avenue north of McDowell. Improvements needed for the existing parking at the fire station are a security fence and a covered metal canopy. Estimated completion date: 6/30/2022. Estimated project budget = \$860,000.

Justification:

The enhancements will improve security around the Fire Station.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Parking Improvements at Fire Station 172	Design/Engineering	\$150,000	\$0	\$0	\$0	\$0
Parking Improvements at Fire Station 172	Land Improvement	\$710,000	\$0	\$0	\$0	\$0
		\$860,000	\$0	\$0	\$0	\$0

Public Safety**Project Title** Avondale Blvd & Broadway Rd Fiber**Project #** S0228**Priority:** 6**Description:**

Installation of conduit and fiber along Avondale Blvd from City Hall south to Broadway Rd, continuing west along Broadway Rd to the Alamar Community Park and the future Alamar Public Safety Facility. This will connect multiple city sites to City Hall for network & security systems. The following sites will be interconnected with fiber: Fire Station 173, Alamar Community Park, Future Alamar Public Safety Facility, and Traffic Signals along Avondale Blvd at Durango St, Whyman Ave, Lower Buckeye, Broadway Rd, and the possible future takeover of the signal at Buckeye Rd. Estimated cost = \$1,600,000.

Justification:

Information Technology has a need to install fiber optics communications to the Alamar community. The use of fiber optics is needed for traffic control systems, security systems, public WiFi, and City network communications in the newly developed Alamar community, Alamar park, and the future Alamar Public Safety Facility. In the industry, the IT department is seeing 12 to 18 month lead times on product delivery before installation. IT is concerned that with the advent of product delivery that communications to the future Public Safety Facility will not be in place before construction. By moving funding forward for construction this helps ensure communications will be available for use at all the facilities described above and most importantly communications to the Public Safety Facility prior to opening.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Avondale Blvd & Broadway Rd Fiber	Technology - Infrastructure	\$1,600,000	\$0	\$0	\$0	\$0
		\$1,600,000	\$0	\$0	\$0	\$0

Public Safety**Project Title** Ladder Tender Equipment**Project #** S0182**Priority:** 7**Description:**

Equipment to retain and convert unit #5172 into a ladder tender at the New Van Buren Fire Station. Total project budget - \$100,000.

Justification:

Department forecasts 738 calls for the apparatus to respond to. Would take wear and tear on Ladder apparatus by responding to EMS related calls that would otherwise need to be handled by ladder apparatus.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Ladder Tender Equipment	Vehicles	\$100,000	\$0	\$0	\$0	\$0
		\$100,000	\$0	\$0	\$0	\$0

Public Safety**Project Title** Replace Training Facility Support Building**Project #** S0107**Priority:** 10**Description:**

Avondale Fire and Medical Department has operated a local fire training facility in conjunction with the City of Goodyear Fire Department for over ten years. The facility is located at 395 E Lower Buckeye Rd adjacent to the Municipal Operations Service Center. Since the inception of the partnership, Goodyear has provided the live burn building and Avondale has been responsible for the classroom/restroom support facility.

Justification:

The classroom building is a modular building that was relocated from the old Public Works yard. It is now almost 40 years old and in dire need of replacement in order to continue to provide adequate classroom/restroom support for the wide variety of activities that occur at the site. The estimated cost would be to replace the existing facility with a new modular building and would include removal or demolition of the existing building.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Replace Training Facility Support Building	Building - Contruction	\$64,000	\$0	\$0	\$0	\$0
		\$64,000	\$0	\$0	\$0	\$0

Transportation

Project Title Cashion Streetlights

Project # T0167

Priority: 0

Description:

This project is intended to add street light poles with Light Emitting Diode (LED) fixtures along sections of roadway which are not lighted adequately due to large gaps between existing street lights. In FY2021, work began on providing fifteen additional street light poles with LED fixtures thru out the Cashion neighborhood to meet current lighting standards. In FY2022, the Cashion streetlight project will be completed.

Justification:

The Cashion area has opportunities for commercial and light industrial businesses as well as residential infill or open space on vacant parcels. Overall, the Plan provides a vision for residential neighborhoods and business areas to have access to services, places to dine, shop, and attend local events, and implements placemaking opportunities through neighborhood identification, art, and a sense of community.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Cashion Streetlights	Construction - Non Building	\$140,000	\$0	\$0	\$0	\$0
		\$140,000	\$0	\$0	\$0	\$0

Transportation

Project Title Traffic Signal and Intersection Improvements at Avondale & Lower Buckeye **Project #** T0173

Priority: 1

Description:

This project includes the design and construction of a traffic signal using rectangular cocoa brown double mast arms and poles at the intersection of Avondale Boulevard and Lower Buckeye Road. There is an existing Salt River Project (SRP) irrigation ditch that will need to be partially placed in underground pipes. The project will also include the construction of a frontage road along the south side of Lower Buckeye. This project will account for a future widening of Avondale Blvd. The design will consider the future addition of travel lanes along Avondale Blvd, and the traffic signal will be placed in its final location. The project will maintain the checkered crosswalk across Avondale Blvd, in keeping with the race theme for the nearby Phoenix Raceway. Design in FY2022 Construction in FY2023. Estimated date of completion is June 30, 2023.

Justification:

A Traffic signal warrant study, as defined by the Manual of Uniform Traffic Control Devices (MUTCD), addresses a variety of intersection conditions such as vehicular volume, pedestrian volume, crashes, progression, and delay. The study was completed by the Maricopa County Department of Transportation, and it was determined that several warrants were met at this location for a traffic signal. The traffic signal will help improve traffic flow, reduce delays along the arterial roadways, and provide safer access for vehicles exiting adjacent developments. It is anticipated that private developments at this intersection will contribute to the cost of design and construction of the traffic signal.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Traffic Signal and Intersection Improvements at Avondale & Lower Buckeye	Construction - Non Building	\$4,500,000	\$0	\$0	\$0	\$0
Traffic Signal and Intersection Improvements at Avondale & Lower Buckeye	Design/Engineering	\$105,000	\$0	\$0	\$0	\$0

Traffic Signal and Intersection Improvements at Avondale & Lower Buckeye	Public Art	\$46,000	\$0	\$0	\$0	\$0
Traffic Signal and Intersection Improvements at Avondale & Lower Buckeye	Technology - Hardware CAP	\$50,000	\$0	\$0	\$0	\$0
		\$4,701,000	\$0	\$0	\$0	\$0

Transportation**Project Title** Traffic Signal - 119th Ave and McDowell**Project #** T0135**Priority:** 2**Description:**

This project includes design and construction of a traffic signal using rectangular, cocoa brown double mast arms and poles at the intersection of 119th Avenue and McDowell Road. The City will re-evaluate the traffic impact of West Point High School at this location and design the signal and improvements accordingly. A crosswalk with a rectangular rapid flashing beacon (RRFB) was installed during FY2020 as an interim measure to assist students crossing McDowell Road. Once the traffic signal is installed, the RRFB equipment will be removed and inventoried for future use where needed.

Justification:

A Traffic signal warrant study, as defined by the Manual of Uniform Traffic Control Devices (MUTCD) addresses a variety of intersection conditions such as vehicular volume, pedestrian volume, crashes, progression, and delay. This location will be evaluated over time, and when this location meets the MUTCD criteria, the traffic signal design may be initiated. The traffic signal will help improve traffic flow, reduce delays along the arterial roadways and provide safer access for pedestrians and vehicles to and from adjacent developments and Westpoint High School. It is anticipated that the private development at the northeast corner of this intersection will contribute to the cost of design and construction of the traffic signal.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Traffic Signal - 119th Ave and McDowell	Building - Contruction	\$100,000	\$0	\$0	\$0	\$0
Traffic Signal - 119th Ave and McDowell	Construction - Non Building	\$82,000	\$0	\$0	\$0	\$0
Traffic Signal - 119th Ave and McDowell	Design/Engineering	\$86,000	\$0	\$0	\$0	\$0
		\$268,000	\$0	\$0	\$0	\$0

Transportation

Project Title Agua Fria Trail Phase II (Pedestrian Bridge) **Project #** P0012

Priority: 3

Description:

This project is the design and construction of a pedestrian/bike bridge including communication conduits across the Arizona Department of Transportation (ADOT) channel connecting Friendship Park to the existing trail head, recently constructed with the Agua Fria I-10 Underpass Project. This project will require a 404 permit (Section 404 of the Clean Water Act (CWA) establishes a program to regulate the discharge of dredged or fill material into waters of the United States, including wetlands) from the Army Corps of Engineers. Conduit will provide future connectivity to one of the City water facility. Estimated project total cost = \$3,235,000. Estimated completed date = 12/31/2024.

Justification:

This project will improve local and regional connectivity to the newly constructed Agua Fria Trail project and will promote the ability to walk/bike around the City. This project is a high priority due to a Federal Highway requirement for the reimbursement of funds for The Agua Fria Trail. The City applied, but was unsuccessful for Congestion Mitigation of Air Quality (CMAQ) and Transportation Alternatives (TA) funding through MAG (Maricopa Association of Government) for the Pedestrian Bridge over the ADOT Channel (connecting to Friendship Park). Avondale will not receive either CMAQ or TA funding toward this project. Federal Highway Administration (FHWA) requires this project to be under construction by 2023 or else the City will need to reimburse FHWA for the Agua Fria Trail Phase I.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Agua Fria Trail Phase II (Pedestrian Bridge)	Construction - Non Building	\$1,800,000	\$1,000,000	\$0	\$0	\$0
Agua Fria Trail Phase II (Pedestrian Bridge)	Public Art	\$0	\$28,000	\$0	\$0	\$0
Agua Fria Trail Phase II (Pedestrian Bridge)	Technology - Hardware CAP	\$0	\$35,000	\$0	\$0	\$0
		\$1,800,000	\$1,063,000	\$0	\$0	\$0

Transportation

Project Title Traffic Signal - Thomas Road and Avondale Boulevard **Project #** T0202

Priority: 3

Description:

This project includes the design and construction of a traffic signal using rectangular cocoa brown double mast arms and poles at the intersection of Thomas Road and Avondale Boulevard. The permit cost is estimated at \$4,000 and is included in the construction cost. Total cost \$775,000. Estimated completion date June 30, 2024.

Justification:

A Traffic signal warrant study, as defined by the Manual of Uniform Traffic Control Devices (MUTCD) addresses a variety of intersection conditions such as vehicular volume, pedestrian volume, crashes, progression and delay. This location will be evaluated over time, and when this location meets the MUTCD criteria, the traffic signal design may be initiated. The traffic signal will help improve traffic flow, reduce delay along the arterial roadways, and provide safer access for vehicles exiting adjacent neighborhood areas. This intersection has met several criteria's that will warrant a traffic signal in future.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Traffic Signal - Thomas Road and Avondale Boulevard	Building - Contruction	\$0	\$675,000	\$0	\$0	\$0
Traffic Signal - Thomas Road and Avondale Boulevard	Design/Engineering	\$50,000	\$0	\$0	\$0	\$0
Traffic Signal - Thomas Road and Avondale Boulevard	Technology - Hardware CAP	\$0	\$50,000	\$0	\$0	\$0
		\$50,000	\$725,000	\$0	\$0	\$0

Transportation**Project Title** New Bus Shelters - Fixed Routes**Project #** T0086**Priority:** 4**Description:**

Installation of 5 new transit shelters in areas of high use along the Valley Metro fixed-route transit system (Indian School, McDowell, Van Buren). Total project cost is estimated at \$100,000 and expected to be complete by June 30, 2023.

Justification:

Site selection for these bus shelters includes various factors. This includes adjacency to ridership generators, end-of-line routes, and physical aspects (existing concrete pads).

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
New Bus Shelters - Fixed Routes	Furniture, Fixtures, Equipment	\$20,000	\$0	\$0	\$0	\$0
New Bus Shelters - Fixed Routes	Other Equipment - CAP	\$80,000	\$0	\$0	\$0	\$0
		\$100,000	\$0	\$0	\$0	\$0

Transportation

Project Title Avondale Boulevard Landscape and Median Improvements **Project #** T0017**Priority:** 5**Description:**

The project includes the removal and replacement of all broken median curbing, brick pavers, unhealthy shrubs and trees from Hilton Drive to Coldwater Springs Blvd. The project will supplement with new trees, shrubs and add lighting. Future lighting will be maintained by Public Works. Phase I Construction was complete in FY2021. Phase II design and construction will commence in FY2022. Estimated completion is June 30, 2023.

Justification:

The project will improve aesthetics and enhance the streetscape along one of Avondale's major corridors that is an integral part of The BLVD, a mixed-use live/work/play development plan. Improvements to Avondale Blvd are key to supporting future commercial development along the corridor.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Avondale Boulevard Landscape and Median Improvements	Construction - Non Building	\$1,165,000	\$0	\$0	\$0	\$0
Avondale Boulevard Landscape and Median Improvements	Design/Engineering	\$16,000	\$0	\$0	\$0	\$0
		\$1,181,000	\$0	\$0	\$0	\$0

Transportation**Project Title** Digital Message Board Signs**Project #** T0037**Priority:** 5**Description:**

This project will consist of purchase two digital message board signs (Variable Message Sign) for street construction projects and other City departmental needs.

Justification:

Digital Message Boards provide real-time information which benefits both the individual drivers and the City. They assist in the driving public reaching their destinations as safely as possible without undue delays and the City utilizing the available street capacity of the corridor or network and to improve safety and mobility.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Digital Message Board Signs	Design/Engineering	\$28,000	\$0	\$0	\$0	\$0
		\$28,000	\$0	\$0	\$0	\$0

Transportation

Project Title Agua Fria Trail Phase I

Project # P0011

Priority: 6

Description:

The design for this project was completed in FY19. The project improvements involve the construction of a paved path approximately 2,400 feet long and 12 to 16-foot wide for pedestrian and bicycle use that will terminate at a trailhead constructed as part of the Aqua Fria Trail and Trailhead project Phase II. The path system elements include ramps, lighting, pedestrian amenities, and trail termination amenities. This project is located approximately 200 ft north of Van Buren Street and along the eastern Agua Fria levee.

Justification:

This proposed trail is part of a larger multi-use path system along Agua Fria that will provide an alternative route for pedestrian and bicyclists to arterial north-south routes such as Dysart Road and Avondale Boulevard. Construction revenue includes a developer contribution of \$400,000 in FY 2012 .

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Agua Fria Trail Phase I	Land Improvement	\$66,000	\$0	\$0	\$0	\$0
		\$66,000	\$0	\$0	\$0	\$0

Transportation**Project Title** Street Drainage Issues**Project #** T0121**Priority:** 6**Description:**

This program allocates funds to be used for professional design services and physical infrastructure improvements to address drainage concerns within City limits, such as ponding and flooding. There are three drainage projects planned for FY2022 at this time. Included projects for FY2023 include construction of the 4th Street and Lower Buckeye storm drain improvements, drainage studies for the 4th Street and Lower Buckeye watershed and Cashion area, and drainage issues in Garden Lakes. All these three project will require a study followed by construction in either FY2023 and FY2024. Estimated completion by June 30, 2023.

Justification:

Addressing drainage issues reduces the nuisance due to flooding, and reduces Public Works operational costs related to these drainage issues (pumping trucks and vector control)

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Street Drainage Issues	Construction - Non Building	\$200,000	\$0	\$0	\$0	\$0
Street Drainage Issues	Design/Engineering	\$100,000	\$0	\$0	\$0	\$0
		\$300,000	\$0	\$0	\$0	\$0

Transportation

Project Title Irrigation Pipe Replacement on Thomas Road West of 99th Avenue Intersection **Project #** U0172

Priority: 7

Description:

The project consists of removing and replacing the existing Salt River Project (SRP) irrigation pipe that crosses beneath Thomas Road, west of the 99th Avenue intersection. The existing 90 inch diameter SRP irrigation pipe runs parallel to 99th Avenue. The existing open ditch, north of Thomas Road up to Osborn Road, is being removed by the developer who owns the land north of Thomas Road and will install a 90 inch pipe along that frontage down to the new Thomas Road below-grade crossing. The developer of the property northwest of Thomas Rd/99th Avenue has agreed to pay for the design and construction cost of the crossing relocation which is estimated to be approximately \$1.2 million. The developer will be reimbursed 50 percent (50%) or not to exceed \$800,000, whichever is less, by the City.

This project will also include tie in the new 90 inch pipe that developer will install north of Thomas and the one that will be installed by SRP south of Thomas. Estimated completion June 30, 2023.

Justification:

The City is in the process of closing the existing open ditch south of Thomas Road and will construct a new 90 inch diameter pipe running along a north/south alignment just west of the ditch alignment. The design and construction of the pipe is being completed with SRP aesthetic funds. Those funds need to be obligated in time for the January 2023 SRP dry up period. Therefore, in order to connect the two pipe-laying projects north and south of Thomas Road, it becomes critical that the new pipe under Thomas Road be built in concert with those projects. The relocation of the irrigation facility will allow future widening of 99th Avenue to it's ultimate six-lane, divided configuration and allow widening of the Thomas Road/99th Avenue intersection for the additional capacity it will need to adequately serve the development projects that are taking place along both corridors.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Irrigation Pipe Replacement on Thomas Road West of 99th Avenue Intersection	Construction - Non Building	\$150,000	\$0	\$0	\$0	\$0

Irrigation Pipe Replacement on Thomas Road West of 99th Avenue Intersection	Design/Engineering	\$790,000	\$0	\$0	\$0	\$0
		\$940,000	\$0	\$0	\$0	\$0

Transportation

Project Title Old Town Avondale Phase III Improvement **Project #** T0200

Priority: 8

Description:

This program will address the reconstruction of roads and upgrades of water and sewer facilities in neighborhoods located in Old Town Avondale, Cashion, and Las Ligas. The project has been broken into six identified phases. Phase I of the program was completed in FY2021.

The Phase III project consists of design and construction of the improvements in Old Town Avondale. The scope of work will include the removal and replacement of asphalt pavement as well as the installation of sidewalk, ramp, and driveway improvements in accordance with current Americans with Disabilities Act (ADA) guidelines, the relocation of existing utility poles and the upgrade of water and sewer facilities. The area include:

Phase 3 - Cashion, 113th to 111th Ave, Durango to MC 85 for FY2023-2024

Total cost \$13,794,000. Estimated completion June 30, 2023.

Justification:

These streets are amongst the oldest pavements in the City and are all past their useful life. Additionally, the utility lines in the area also are in need of repair and replacement. This program will improve the aesthetics of the Old Town Avondale neighborhoods.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Old Town Avondale Phase III Improvement	Construction - Non Building	\$13,594,000	\$0	\$0	\$0	\$0
Old Town Avondale Phase III Improvement	Land Acquisition	\$200,000	\$0	\$0	\$0	\$0
		\$13,794,000	\$0	\$0	\$0	\$0

Transportation**Project Title** Bridge Repairs**Project #** T0019**Priority:** 9**Description:**

ADOT Inspected the bridges in the City in July 2019, and there were three projects planned for FY2023, (a) Van Buren Bridge over the Agua Fria River, (b) Avondale Blvd Bridge over the Gila River, and (c) McDowell Road Bridge over the Agua Fria River. ADOT provided a list of maintenance repairs to be made to all three bridges. City has an obligation to complete the repairs in FY2023. The total estimated cost of all three bridge repair is approximately \$377,000. Design has been completed during FY2021. Estimated completion is June 30, 2031.

Justification:

As part of the Federal Government safety mandate, ADOT inspects all the bridges biannually. The City has an Intergovernmental Agreement (IGA) with ADOT for inspecting these bridges to fulfill the federal requirement. Deficiencies identified in the bi-annual ADOT Bridge Group inspection report need to be addressed as part of the City's commitment for the safe operations of our bridges. If this project was not funded, the repairs would need to be deferred to a future fiscal year Since the repairs are bridge related, it can be a critical safety issue in future if the funding is delayed.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Bridge Repairs	Construction - Non Building	\$409,000	\$0	\$50,000	\$0	\$50,000
		\$409,000	\$0	\$50,000	\$0	\$50,000

Transportation

Project Title Dysart Road Traffic Flow Improvement Project

Project # T0046

Priority: 10

Description:

The City will procure and install ARID (Asynchronous Re-Identification) devices at 15 intersections on Dysart Road between Indian School Road and Buckeye Road (MC85). The ARID devices will monitor real-time traffic flow along the corridor providing data to improve the traffic flow. The project will also procure various new traffic control equipment to upgrade older equipment at each intersection. City Traffic staff will procure and install all hardware and equipment to accomplish the project. This project will be partially federally funded with a City match. Estimated completion June 30, 2023.

Total Project Cost = \$630,000

Federal Funds = \$375,000 Reimbursable

City Match = \$255,000

Justification:

Traffic signals on Dysart Road have not been coordinated in several years resulting in unnecessary delays, excess emissions and fuel consumption, inconsistent trip planning, increased commuter frustration, and a higher probability of accidents. The inclusion of ARID devices allows traffic engineers to monitor traffic flow in real-time, providing data to make adjustments to signal timings and operations, and assess if those changes are effective. It also allows City staff to identify and address deficiencies in the traffic system.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Dysart Road Traffic Flow Improvement Project	Construction - Non Building	\$556,000	\$0	\$0	\$0	\$0
		\$556,000	\$0	\$0	\$0	\$0

Transportation

Project Title Street Light Infill Program

Project # T0122

Priority: 11

Description:

This project is intended to add street light poles with Light Emitting Diode (LED) fixtures along sections of roadway which are not lighted adequately due to large gaps between existing street lights. In FY21, work began on providing fifteen additional street light poles with LED fixtures thru out the Cashion neighborhood to meet current lighting standards. In FY22, the Cashion streetlight project will be completed. The project will also include a lighting analysis for other neighborhoods in Southern Avondale to identify underlit areas.

Justification:

As part of the LED Street Light Conversion Project in 2018, the City's consultant conducted a photometric analysis, identifying gaps in street lighting within the Cashion neighborhood. Future analysis will identify other lighting needs throughout the City. The infill of street lights adds additional light where needed in the roadway, and improves safety.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Street Light Infill Program	Construction - Non Building	\$93,000	\$0	\$0	\$0	\$0
		\$93,000	\$0	\$0	\$0	\$0

Transportation

Project Title Palm Lane Road Extension - 116th Avenue to 118th Avenue **Project #** T0092

Priority: 12

Description:

It includes the design and construction of half-street improvements on the southern portion of Palm Lane between 116th and 118th Avenue. Palm Lane is classified as a local road that requires 50-feet of right-of-way (ROW) and includes 2-travel lanes, bike lanes, and sidewalks. Specific half-street improvements include curb gutter, sidewalk, pavement, drainage, and streetlight improvements. The existing basin on the school property can be utilized for the new roadway drainage. ROW was dedicated by the school along Palm Lane at no cost to the City. Landscaping was not included as part of this project. This project is completed.

Justification:

This project will improve the level of service (LOS) of this corridor by completing an existing gap along Palm Lane, whereby improving traffic circulation in connection with the new West Point High School. The adjacent southern parcel is an existing electrical facility that is jointly owned by Arizona Public Service (APS) and Salt River Project (SRP). The electrical facility parcel will not redevelop or construct the southern half street.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Palm Lane Road Extension - 116th Avenue to 118th Avenue	Construction - Non Building	\$49,000	\$0	\$0	\$0	\$0
Palm Lane Road Extension - 116th Avenue to 118th Avenue	Land Acquisition	\$6,000	\$0	\$0	\$0	\$0
		\$55,000	\$0	\$0	\$0	\$0

Transportation

Project Title	Traffic Signal and Roadway Improvements at El Mirage & Lower Buckeye	Project #	T0138
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Priority: 13

Description:

This project will design and construct a traffic signal using a single mast arm with a galvanized steel pole at the intersection of El Mirage Road and Lower Buckeye Road. The existing business sign at the southwest corner will need to be relocated. It is also anticipated that there will be an Intergovernmental Agreement and cost-sharing with the Maricopa County Department of Transportation. This project should coordinate with the roadway improvement project for El Mirage from Lower Buckeye to Calle Hermosa (ST1172) to ensure that signal is placed at its ultimate location, accounting for the future road widening. Total cost is \$1,125,000. Estimated date of completion is June 30, 2023.

Justification:

A Traffic signal warrant study, as defined by the Manual of Uniform Traffic Control Devices (MUTCD) addresses a variety of intersection conditions such as vehicular volume, pedestrian volume, crashes, progression, and delay. This location will be evaluated over time, and when this location meets the MUTCD criteria, the traffic signal design may be initiated. It is anticipated that future residential and commercial development south of Lower Buckeye Rd will generate traffic conditions that will warrant the installation of a traffic signal. The traffic signal will help improve traffic flow, reduce delays along the arterial roadways, and provide safer access for vehicles exiting adjacent developments.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Traffic Signal and Roadway Improvements at El Mirage & Lower Buckeye	Construction - Non Building	\$500,000	\$500,000	\$0	\$0	\$0
Traffic Signal and Roadway Improvements at El Mirage & Lower Buckeye	Design/Engineering	\$67,000	\$0	\$0	\$0	\$0

Traffic Signal and Roadway Improvements at El Mirage & Lower Buckeye	Public Art	\$0	\$11,000	\$0	\$0	\$0
Traffic Signal and Roadway Improvements at El Mirage & Lower Buckeye	Technology - Hardware CAP	\$50,000	\$0	\$0	\$0	\$0
		\$617,000	\$511,000	\$0	\$0	\$0

Transportation**Project Title** Western Avenue Decorative String Lights**Project #** T0162**Priority:** 13**Description:**

This project will include the purchase and installation of lantern-style decorative strings lights to be strung above Western Avenue. The string lights will be attached to newly installed pedestrian light poles. Additional poles may be required for supporting the string lights. The lowest point of the string lights will be a minimum of 16 feet above the existing roadway surface.

Justification:

The new string lights will improve aesthetics on Western Avenue and will enhance pedestrian safety, and serves as a revitalization effort in accordance with the Historic Avondale Specific Plan.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Western Avenue Decorative String Lights	Construction - Non Building	\$290,000	\$0	\$0	\$0	\$0
Western Avenue Decorative String Lights	Design/Engineering	\$30,000	\$0	\$0	\$0	\$0
		\$320,000	\$0	\$0	\$0	\$0

Transportation

Project Title Communication Conduit and Fiber Backbone Program

Project # T0031

Priority: 14

Description:

This project will install fiber-optic infrastructure and interim equipment to utilize existing wireless communications systems, including replacing the existing wireless communication system. This includes design, construction (install conduit, fiber, and network infrastructure equipment to city facilities), and possible right-of-way acquisitions. This project will provide fiber connectivity to the new Arizona Complete Health Resource Center, Sam Garcia Library, Police Detention Center, Fire Station 171, Municipal Operations Center, Festival Fields Park, Fire Station 172, Fire Station 173, Police Cashion Sub Station, various traffic lights, well sites, and lift stations along the way. This infrastructure is crucial to running the Traffic Operations Center (TOC). Upon completion, this project will include infrastructure for Lower Buckeye, Van Buren Street, Indian School Road, and will complete infrastructure on McDowell Road, Avondale Boulevard, and Dysart Road.

In FY2021, the project was addressing the relocation of a fiber communication vault at Coldwater Springs Blvd and Avondale Blvd to provide proper clearance from an existing SRP irrigation pipe.

In FY2022 this project will provide conduit and fiber optics communications to Van Buren Fire Station on 127th Avenue to Dysart Road, a distance of 4,000 ft., estimated cost of \$280,000 (\$70 linear foot) including conduit, pull box, and fiber. Also, the new Resource Center connecting Dysart Road to 10th Street, a distance of 1,400 ft, estimated cost \$98,000 (\$70 linear foot) including conduit, pull box, and fiber. Included will be Fire Station 171 to Encanto Blvd, a distance of 1,500 ft., the estimated cost of \$105,000 including conduit, pull box, and fiber. Traffic signals on Dysart Road from Osborne to Indian School Road a distance of 2,640 ft. are also in the project with an estimated cost of \$185,000 including conduit, pull box and fiber, and Fiber optics conduit in Avondale Boulevard from Roosevelt Street to 1/2 mile south of Lower Buckeye Road a distance of 17,000 ft., estimated cost \$1,120,000 including conduit, pull box and fiber. Estimated completion by June 2032.

Justification:

This project connects all city sites with fiber for network communications. This will increase network bandwidth and stability and reduce wireless network communications equipment and replacement costs. This will allow for increased security with the ability to segment critical networks for Public Safety and Utilities. This will enable the City to interconnect and communicate with all traffic signals and communication conduit infrastructure to a single location (TOC) for timely diagnostics and response, as well as for emergency traffic operations. The fiber optics infrastructure will help in monitoring traffic signal operations and provide the ability to modify signal timing remotely. The project will implement City-wide improvements to the communication conduit infrastructure based on the Fiber Master Plan.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Communication Conduit and Fiber Backbone Program	Construction - Non Building	\$113,000	\$0	\$0	\$0	\$0
Communication Conduit and Fiber Backbone Program	Technology - Hardware CAP	\$1,252,000	\$450,000	\$450,000	\$450,000	\$300,000
		\$1,365,000	\$450,000	\$450,000	\$450,000	\$300,000

Transportation

Project Title Old Town Avondale Phase IV Improvement **Project #** T0210

Priority: 15

Description:

This program will address the reconstruction of roads and upgrades of water and sewer facilities in neighborhoods located in Old Town Avondale, Cashion, and Las Ligas. The project has been broken into six identified phases. Phase I of the program was completed in FY2021.

The Phase IV project consists of design and construction of the improvements in Old Town Avondale. The scope of work will include the removal and replacement of asphalt pavement as well as the installation of sidewalk, ramp, and driveway improvements in accordance with current Americans with Disabilities Act (ADA) guidelines, the relocation of existing utility poles and the upgrade of water and sewer facilities. The area include:

Phase 4 - Central to 4th Street, Elm to Harrison for FY2024-2025

Total cost \$8,480,000. Estimated completion June 30, 2024.

Justification:

These streets are amongst the oldest pavements in the City and are all past their useful life. Additionally, the utility lines in the area also are in need of repair and replacement. This program will improve the aesthetics of the Old Town Avondale neighborhoods.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Old Town Avondale Phase IV Improvement	Construction - Non Building	\$0	\$7,880,000	\$0	\$0	\$0
Old Town Avondale Phase IV Improvement	Design/Engineering	\$0	\$500,000	\$0	\$0	\$0
Old Town Avondale Phase IV Improvement	Land Acquisition	\$0	\$100,000	\$0	\$0	\$0
		\$0	\$8,480,000	\$0	\$0	\$0

Transportation

Project Title Dutch Bros Driveways At American Sports Center **Project #** B0226**Priority:** 17**Description:**

Design and construction of Driveways for future Dutch Bros at the American Sports Center(ASC) Parking Lot. The project will consist of the following elements:

Constructing a southbound right-turn deceleration lane and driveway on 114th Avenue.

Justification:

The proposed improvement will improve the traffic circulation for future development of Dutch Bros. This work was agreed upon in the Purchase and Sale Agreement approved by City Council on February 3, 2020 with funding available in the Economic Opportunity Fund.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Dutch Bros Driveways At American Sports Center	Construction - Non Building	\$200,000	\$0	\$0	\$0	\$0
		\$200,000	\$0	\$0	\$0	\$0

Project Title Old Town Avondale Phase V Improvement

Project # T0203

Priority: 17

Description:

This program will address the reconstruction of roads and upgrades of water and sewer facilities in neighborhoods located in Old Town Avondale, Cashion, and Las Ligas. The project has been broken into six identified phases. Phase I of the program was completed in FY2021.

The Phase V project consists of design and construction of the improvements in Old Town Avondale. The scope of work will include the removal and replacement of asphalt pavement as well as the installation of sidewalk, ramp, and driveway improvements in accordance with current Americans with Disabilities Act (ADA) guidelines, the relocation of existing utility poles and the upgrade of water and sewer facilities. The area include:

Phase 5 - 1st St to Central Avenue, Whyman to MC 85 & Greenleaf, and 4th ST to 7th St, Pacific to Western Ave (includes coordination with the Roosevelt Irrigation District) for FY2025-2026

Total cost \$4,999,000. Estimated completion June 30, 2025.

Justification:

These streets are amongst the oldest pavements in the City and are all past their useful life. Additionally, the utility lines in the area also are in need of repair and replacement. This program will improve the aesthetics of the Old Town Avondale neighborhoods.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Old Town Avondale Phase V Improvement	Construction - Non Building	\$0	\$0	\$4,667,000	\$0	\$0
Old Town Avondale Phase V Improvement	Design/Engineering	\$0	\$0	\$232,000	\$0	\$0
Old Town Avondale Phase V Improvement	Land Acquisition	\$0	\$0	\$100,000	\$0	\$0
		\$0	\$0	\$4,999,000	\$0	\$0

Transportation

Project Title Traffic Signal at 119th Ave and Van Buren Street **Project #** T0204

Priority: 18

Description:

This project includes the design and construction of a traffic signal using rectangular, cocoa brown double mast arms and poles at the intersection of 119th Ave and Van Buren Street. The permit cost is estimated at \$4,000 and is included in the construction cost. Total cost \$800,000. Estimated completion June 30, 2024.

Justification:

A Traffic signal warrant study, as defined by the Manual of Uniform Traffic Control Devices (MUTCD) addresses a variety of intersection conditions such as vehicular volume, pedestrian volume, crashes, progression, and delay. This location will be evaluated over time, and when this location meets the MUTCD criteria, the traffic signal design may be initiated. The traffic signal will help improve traffic flow and provide safer access for vehicles exiting the residential subdivision located on the north and south side of Van Buren Street.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Traffic Signal at 119th Ave and Van Buren Street	Design/Engineering	\$50,000	\$700,000	\$0	\$0	\$0
Traffic Signal at 119th Ave and Van Buren Street	Technology - Hardware CAP	\$0	\$50,000	\$0	\$0	\$0
		\$50,000	\$750,000	\$0	\$0	\$0

Transportation

Project Title Traffic Signal at Harbor Shores and McDowell Road **Project #** T0140

Priority: 19

Description:

This project includes the design and construction of a traffic signal using rectangular, cocoa brown double mast arms and poles at the intersection of Harbor Shores and McDowell Road. The permit cost is estimated at \$4,000 and is included in the construction cost. Estimated completion June 30, 2023.

Justification:

A Traffic signal warrant study, as defined by the Manual of Uniform Traffic Control Devices (MUTCD) addresses a variety of intersection conditions such as vehicular volume, pedestrian volume, crashes, progression, and delay. This location will be evaluated over time, and when this location meets the MUTCD criteria, the traffic signal design may be initiated. The traffic signal will help improve traffic flow and provide safer access for vehicles exiting the future Park10 commercial development and Copper Spring Apartment residential community located on the south side of McDowell Road and west of 107th Avenue. It is anticipated that private developments at this intersection will contribute 75% of the cost of the design and construction of the traffic signal.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Traffic Signal at Harbor Shores and McDowell Road	Construction - Non Building	\$707,000	\$0	\$0	\$0	\$0
Traffic Signal at Harbor Shores and McDowell Road	Design/Engineering	\$37,000	\$0	\$0	\$0	\$0
		\$744,000	\$0	\$0	\$0	\$0

Transportation

Project Title 119th Avenue Road Connection

Project # T0004

Priority: 20

Description:

This project includes the design and construction of one lane in each direction on 119th Avenue extending from the West Point High School Driveway to Virginia Avenue. Relocation of two overhead electric lines (69kV) poles and utility coordination will be required with the Salt River Project (SRP), and a retaining wall will be needed. The project will extend the existing 10-foot multiuse pathway. This project will include curb, gutter, new asphalt pavement, guard rail at utility poles, and street lighting. The project will address any localized drainage issues and a temporary drainage easement may be required. Right-of-way acquisition is not anticipated. The cost of construction includes the relocation of two SRP poles.

Project Completed. This project anticipated to close 1/31/2022.

Justification:

The development of the new High School has generated significant volumes of traffic, especially during peak periods. This project will improve traffic circulation, reducing congestion on Encanto Boulevard and Avondale Boulevard, due to the increased volume from the newly constructed High School.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
119th Avenue Road Connection	Construction - Non Building	\$1,061,000	\$0	\$0	\$0	\$0
119th Avenue Road Connection	Design/Engineering	\$94,000	\$0	\$0	\$0	\$0
		\$1,155,000	\$0	\$0	\$0	\$0

Transportation

Project Title Right Turn Lane at 107th Avenue

Project # T0110

Priority: 21

Description:

This project will design and construct a 300 ft long northbound right-turn lane from I-10 on-ramp south 300ft. The project will be located in the Arizona Department of Transportation's (ADOT) Right Of Way (ROW). The removal of existing the curb, gutter, sidewalk, and other improvements along the east side of 107th Avenue will be required. A new right-of-way (ROW)) will need to be purchased. New improvements will include the pavement, curb, gutter, sidewalks, conduit, signing, and striping from Van Buren Street to the eastbound I-10 on-ramp. A traffic signal pole at the I-10 on-ramp will need to be relocated. The design will meet ADOT, Maricopa Association of Governments (MAG), and City standards. Estimated completion June 30, 2023.

Justification:

Development along the 107th Avenue corridor, especially industrial/warehouse uses that generate high volumes of truck traffic have created significant traffic queues that require several traffic signal cycles to clear at the I-10 interchange. The resulting Level Of Service (LOS) for northbound traffic is F (LOS D or better is desired) during those peak periods. The additional northbound through lane will increase the necessary capacity to help mitigate the delays created by recent/future development along this corridor. In addition, there have been numerous inquiries from affected stakeholders regarding the traffic delays on 107th Avenue. This project will increase the capacity of 107th Avenue, reducing delays and improving LOS, travel time, and safety.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Right Turn Lane at 107th Avenue	Construction - Non Building	\$0	\$0	\$0	\$0	\$0
Right Turn Lane at 107th Avenue	Design/Engineering	\$100,000	\$0	\$0	\$0	\$0
Right Turn Lane at 107th Avenue	Land Acquisition	\$0	\$0	\$0	\$0	\$0
		\$100,000	\$0	\$0	\$0	\$0

Transportation

Project Title Gateway Program

Project # T0067

Priority: 22

Description:

This program includes the design and installation of one gateway improvement per year. The scope and exact locations of each of these gateway are unknown. A study may be required to update the design. The gateway design elements could include landscaping, irrigation, hardscape features, monumentation, and up-lighting elements. Following completion of project Dysart Road Sewer Replacement, Riley to Corral (SW1389), the Gateway Project landscaping and irrigation improvements will be completed. All work will be completed within the existing right of way. FY2024 budget is \$200,000.

Justification:

The Street Tree Master Plan identifies potential locations throughout the City for entry point/gateway monumentation.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Gateway Program	Construction - Non Building	\$100,000	\$200,000	\$0	\$0	\$100,000
		\$100,000	\$200,000	\$0	\$0	\$100,000

Transportation

Project Title Glen Arm Farms Geotechnical Analysis and Pavement Design **Project #** T0068

Priority: 23

Description:

This project includes an engineering study, including a geotechnical investigation and pavement analysis to recommend a design whose subbase and base structure will be compatible with saturated soil conditions and should adequately support a paved surface. The study considered the likelihood of full water main and related service replacements. Full construction drawings were not included in the scope and will be part of a future project.

Justification:

The Glen Arm Farms subdivision (165 homes) is unique and incorporates ongoing private property irrigation in unlined ditches. Between 60% and 80% of all roadway surfaces within the subdivision have medium to high severe pavement distresses, because the road surfaces cannot be sustained on top of the constantly saturated sub-soils resulting from the flood irrigation in the subdivision. The saturated soils in the subdivision have led to the deterioration of the asphalt pavement. The pavement condition of these streets falls way below the minimum acceptable standards for the City of Avondale. This project will reduce the long-term roadway pavement maintenance in this subdivision.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Glen Arm Farms Geotechnical Analysis and Pavement Design	Design/Engineering	\$15,000	\$0	\$0	\$0	\$0
		\$15,000	\$0	\$0	\$0	\$0

Transportation

Project Title HAWK Signal at Avondale Blvd south of Buckeye Rd (MC 85) **Project #** T0239

Priority: 24

Description:

This project will design and install a Pedestrian Hybrid Beacon (PHB), aka High-Intensity Activated Crosswalk (HAWK) signal, on Avondale Boulevard, approximately 600 feet south of the intersection of Buckeye Road (MC 85). The project location coincides with an existing designated school crossing near Littleton Elementary School and transit bus stops serving the Zoom transit service. The project will consist of two signal poles with mast arms (similar to a traffic signal) and a pedestrian-actuated system to activate the operation of the PHB. Construction cost is \$250,000 plus \$30,000 for design. No additional right-of way is anticipated with this project. Estimated completion June 30, 2024.

Justification:

The PHB was part of a list of recommended improvements documented in a Safe Routes to School (SRTS) study report conducted for Littleton Elementary. The crossing serves a large volume of school-aged children before and after school activity on a daily basis as well as the general residential and transit population.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
HAWK Signal at Avondale Blvd south of Buckeye Rd (MC 85)	Construction - Non Building	\$250,000	\$0	\$0	\$0	\$0
HAWK Signal at Avondale Blvd south of Buckeye Rd (MC 85)	Design/Engineering	\$30,000	\$0	\$0	\$0	\$0
		\$280,000	\$0	\$0	\$0	\$0

Transportation

Project Title Dysart Road and Western Avenue Roundabout Study **Project #** T0039**Priority:** 25**Description:**

The project includes a traffic study at Dysart Road and Western Avenue to determine if the proposed roundabout would be effective in improving the traffic flow for the four-legged unsignalized intersection. The project study should be completed by June 30,2023.

Justification:

Roundabouts help reduce the likelihood and severity of collisions due to low travel speeds, no light to beat, and one-way travel.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Dysart Road and Western Avenue Roundabout Study	Design/Engineering	\$219,000	\$0	\$0	\$0	\$0
		\$219,000	\$0	\$0	\$0	\$0

Transportation

Project Title Old Town Avondale Phase VI Improvement **Project #** T0240

Priority: 26

Description:

This program will address the reconstruction of roads and upgrades of water and sewer facilities in neighborhoods located in Old Town Avondale, Cashion, and Las Ligas. The project has been broken into six identified phases. Phase I of the program was completed in FY2021.

The Phase VI project consists of design and construction of the improvements in Old Town Avondale. The scope of work will include the removal and replacement of asphalt pavement as well as the installation of sidewalk, ramp, and driveway improvements in accordance with current Americans with Disabilities Act (ADA) guidelines, the relocation of existing utility poles and the upgrade of water and sewer facilities. The area include:

Total cost \$4,316,000. Estimated completion June 30, 2026.

Justification:

These streets are amongst the oldest pavements in the City and are all past their useful life. Additionally, the utility lines in the area also are in need of repair and replacement. This program will improve the aesthetics of the Old Town Avondale neighborhoods.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Old Town Avondale Phase VI Improvement	Construction - Non Building	\$0	\$0	\$0	\$4,050,000	\$0
Old Town Avondale Phase VI Improvement	Design/Engineering	\$0	\$0	\$0	\$191,000	\$0
Old Town Avondale Phase VI Improvement	Land Acquisition	\$0	\$0	\$0	\$75,000	\$0
		\$0	\$0	\$0	\$4,316,000	\$0

Transportation

Project Title Indian Springs Road From 143rd Avenue to Gila River Bridge **Project #** T0183

Priority: 27

Description:

This project will consists of two Phases:

Phase I will consists of design and construction of Streetlight from 143rd Avenue to Gila River bridge. This Phase of the project will commence in FY2022 with an expected completion in FY2023. The estimated budge is \$900,000 that will be contributed by Maricopa Department of Transportation (MCDOT) thru an Intergovernmental Agreement (IGA).

An Intergovernmental Agreement was executed on December 13,2021 with Maricopa County Department of Transportation (MCDOT). As per the Intergovernmental Agreement (IGA) with Maricopa County, The County shall contribute an estimated amount of \$900,000 towards the Project in Fiscal Year 2022. The City will complete the annexation of this roadway from 143rd Avenue to the Dysart Road alignment prior to the start of design.

Phase II includes the design and construction of full-street improvements on the Indian Springs Road from 143rd Avenue to Gila River Bridge on Avondale Boulevard. Indian Springs Road is classified as a minor arterial Roadway that requires 100-feet of right-of-way (ROW) and includes 2-travel lanes in each direction, bike lanes, Intelligent Transportation System (ITS) conduit and sidewalks. Specific half-street improvements include curb gutter, sidewalk, landscaping, pavement, drainage, and streetlight improvements. Right of Way (ROW) acquisition will also be required for this project. The project will also include relocating Salt River Project (SRP) 12 KV overhead lines.

Total cost \$25,400,000. Estimated completion June 30, 2032.

Justification:

Indian Springs Road will provide an important connection once the South Avondale area is developed.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Indian Springs Road From 143rd Avenue to Gila River Bridge	Construction - Non Building	\$850,000	\$0	\$0	\$0	\$0

Indian Springs Road From 143rd Avenue to Gila River Bridge	Design/Engineering	\$50,000	\$0	\$0	\$0	\$0
Indian Springs Road From 143rd Avenue to Gila River Bridge	Land Acquisition	\$0	\$0	\$0	\$0	\$0
		\$900,000	\$0	\$0	\$0	\$0

Transportation

Project Title Intersection Improvements - Roosevelt St & 99th Ave **Project #** T0071**Priority:** 28**Description:**

This project is completed. Estimated completion 10/31/2021. This project will include an analysis of the existing sub-base/base and pavement section with the removal and replacement of this section of roadway and implementing the design recommendations. Portland Cement Concrete Pavement (PCCP) will be considered for use at this location. The ultimate area of base and subbase to be removed and reconstructed covers an area approximately 800' x 50'.

Justification:

The purpose of this project is to replace the asphalt concrete pavement in the left turn lanes of the west leg of the intersection due to severe deterioration (rutting) by large trucks coming from the nearby Pilot Station stopping at 99th Ave. It has been deferred several times, which has resulted in the further deterioration of the roadway surface and a decrease in the Pavement Condition Index (PCI) of the road. Completion of this project will improve the rideability of the road and will reduce the associated maintenance cost.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Intersection Improvements - Roosevelt St & 99th Ave	Design/Engineering	\$111,000	\$0	\$0	\$0	\$0
		\$111,000	\$0	\$0	\$0	\$0

Transportation

Project Title	Pedestrian Bridge over Avondale Blvd Study	Project #	T0214
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Priority:	30
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Description:

This study is related to a project that will design and construct an American with Disability Act (ADA) compliant pedestrian overpass across Avondale Blvd at a location between I-10 and Van Buren St. Land acquisition is anticipated with the project.

Justification:

This project will improve aesthetics along Avondale Blvd and promote economic activity in accordance with The BLVD Specific Plan. The proposed overpass will improve pedestrian safety.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Pedestrian Bridge over Avondale Blvd Study	Study/Engineering	\$100,000	\$0	\$0	\$0	\$0
		\$100,000	\$0	\$0	\$0	\$0

Transportation

Project Title Old Town Avondale Phase II Improvement

Project # T0091

Priority: 31

Description:

This program will address the reconstruction of roads and upgrades of water and sewer facilities in neighborhoods located in Old Town Avondale, Cashion, and Las Ligas. The project has been broken into six identified phases. Phase I of the program was completed in FY2021.

The Phase II project consists of design and construction of the improvements in Old Town Avondale. The scope of work will include the removal and replacement of asphalt pavement as well as the installation of sidewalk, ramp, and driveway improvements in accordance with current Americans with Disabilities Act (ADA) guidelines, the relocation of existing utility poles and the upgrade of water and sewer facilities. The area include:

Phase 2 - 3rd Ave/3rd Pl to Central Avenue, Western to Dooley for FY2022-2023

Total cost \$9,592,000. Estimated completion June 30, 2023.

Justification:

These streets are amongst the oldest pavements in the City and are all past their useful life. Additionally, the utility lines in the area also are in need of repair and replacement. This program will improve the aesthetics of the Old Town Avondale neighborhoods.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Old Town Avondale Phase II Improvement	Construction - Non Building	\$15,203,000	\$0	\$0	\$0	\$0
Old Town Avondale Phase II Improvement	Design/Engineering	\$1,042,000	\$0	\$0	\$0	\$0
Old Town Avondale Phase II Improvement	Land Acquisition	\$100,000	\$0	\$0	\$0	\$0
		\$16,345,000	\$0	\$0	\$0	\$0

Transportation**Project Title** Western Avenue Pedestrian Streetlights**Project #** T0163**Priority:** 33**Description:**

This project includes design and construction to remove 52 existing double mast arm decorative pedestrian light poles/fixtures along Western Avenue between Dysart Road and Central Avenue to replace them with single mast arm pedestrian light poles and fixtures similar to the style used on Dysart Road north of Buckeye Road (MC85). The pedestrian lights will be 16 feet tall with a 5-foot extension to accommodate future string lights and banners. The new pedestrian lights will be able to use the existing bases with a retrofit kit. The project will also upgrade existing wiring, conduit, and junction boxes to new standards. In order to accommodate new string lights, an additional structural design of the pedestrian light pole and foundation will be required. The plans will need to be submitted for approval to Arizona Public Service (APS).

Justification:

The new lighting system will improve aesthetics on Western Avenue, will enhance pedestrian safety and will serve as a revitalization effort in accordance with the Historic Avondale Specific Plan.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Western Avenue Pedestrian Streetlights	Construction - Non Building	\$595,000	\$0	\$0	\$0	\$0
Western Avenue Pedestrian Streetlights	Design/Engineering	\$100,000	\$0	\$0	\$0	\$0
Western Avenue Pedestrian Streetlights	Other Revenues	\$590,000	\$0	\$0	\$0	\$0
		\$1,285,000	\$0	\$0	\$0	\$0

Transportation

Project Title	107th Ave Improvements - Broadway Rd to Roeser Rd	Project #	T1001
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Priority:	34
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Description:

Dedicate 32 feet of right-of-way along 107th Avenue for a total right-of-way width of 65 feet, including the existing 33' of Maricopa County right-of-way. The 107th Avenue improvements will be constructed to County roadway standards on the west side of the road fronting the owner's property for the entire length of the property to facilitate the future acceptance and maintenance by the County following the de-annexation of the right-of-way by the City. In addition to the 107th Avenue roadway improvements, a 16" water line will be installed under 107th Avenue from approximately one-quarter mile north of Broadway Road to south of Wier Avenue. Project to be completed by the developer, with City reimbursement.

Justification:

The infrastructure improvements along 107th will benefit the flow of traffic for adjacent development and the City at large.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
107th Ave Improvements - Broadway Rd to Roeser Rd	Construction - Non Building	\$4,100,000	\$0	\$0	\$0	\$0
		\$4,100,000	\$0	\$0	\$0	\$0

Transportation

Project Title Traffic Signal Re-Timing Study

Project # T0199

Priority: 35

Description:

Consultancy services to conduct an in-depth study of the traffic signal re-timings. The study will help identify areas of improvement for traffic signal timings, to review safety/crash conditions, and to implement level of service improvements for motorists, cyclists, and pedestrians at intersections city-wide.

Justification:

Traffic Engineering has been able to study/review timing signals on some of the major crossroads through grant funds provided by MAG (Maricopa Association of Governments). However, the funding has only allowed for initial quick-fix timings and analysis. Future timing work is typically more in-depth and requires additional study/review services. The last in-depth timing study was conducted more than five years ago. Since then, the city has experienced large growth and development which has also impacted traffic flow. Funding for consultant services will allow for an in-depth study, which in turn will help improve commuter flow and safety conditions on arterial streets. This will also help reduce fuel use, and other transportation related pollutants.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Traffic Signal Re-Timing Study	Study/Engineering	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000

Transportation**Project Title** ADA and Sidewalk Gap Study**Project #** T0009**Priority:** 36**Description:**

This project is an annual program that allocates money to facilitate the Citywide installation of sidewalk improvements and Americans with Disabilities Act (ADA) compliant ramps where needed. This program will also allocate funds to upgrade existing ramps to ADA compliant ramps. In FY 21, the pedestrian refuge island on El Mirage Road was addressed. The FY22 program will include an ADA transition study to provide an assessment of our current street roadway ADA compliance. This study will identify the location of the infrastructure that does not currently meet ADA requirements and the cost to bring them into compliance. The cost of study will be approximately \$150K. The study will be completed by 6/30/2022.

Justification:

The ramps and sidewalk program improves ADA-compliant pedestrian connectivity, meeting current Federal guidelines.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
ADA and Sidewalk Gap Study	Design/Engineering	\$218,000	\$0	\$0	\$0	\$0
		\$218,000	\$0	\$0	\$0	\$0

Transportation**Project Title** Western - Central to 4th Ave - Improvements**Project #** T0161**Priority:** 38**Description:**

This project includes the design and construction of improvements that will reconstruct Western Avenue from Central Avenue to 4th Avenue. The improvements will include replacing the street pavement section and the addition of storm drain facilities. The reconstruction of driveways, sidewalks, and curb and gutter are included in the cost. The project will also include re-striping, which may consider alternative on-street parking options on the north side of Western Avenue.

Justification:

The pavement is in poor condition, and past its useful life, exhibiting alligator cracking and potholes. The construction schedule for this project is intended to align with the adjacent Historic Avondale Phase I construction. The reconstruction project is part of the revitalization of Historic Avondale, in conformance with the Historic Avondale Specific Plan.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Western - Central to 4th Ave - Improvements	Construction - Non Building	\$925,000	\$0	\$0	\$0	\$0
Western - Central to 4th Ave - Improvements	Design/Engineering	\$100,000	\$0	\$0	\$0	\$0
Western - Central to 4th Ave - Improvements	Other Revenues	\$975,000	\$0	\$0	\$0	\$0
		\$2,000,000	\$0	\$0	\$0	\$0

Transportation

Project Title Fairway Drive Improvements - Van Buren Street to Garfield Street **Project #** T0052

Priority: 39

Description:

The project construction start was time-sensitive and needed to coincide with the Arizona Department of Transportation (ADOT) Fairway Drive overpass construction completion. This project designed and constructed a 5-lane street cross-section from Garfield St. to Van Buren St, which allowed for safe and continuous vehicular travel from the newly constructed Fairway Drive Traffic Interchange to Van Buren Street. Improvements along Fairway include street lighting, landscaping, striping, signage, landscape irrigation, conduit, and other improvements. Right-of-way acquisition was required. This project is complete but must remain open until Federal funding is received.

Justification:

In FY2020, ADOT constructed a new traffic interchange at Fairway Drive, with improvements from I-10 to Garfield St. The Federal Highway Administration requires that the City construct a 5-lane roadway between Garfield and Van Buren Street by 2023. This project will reduce congestion on Interstate 10 and will provide direct commercial access instead of using Avondale Boulevard.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Fairway Drive Improvements - Van Buren Street to Garfield Street	Construction - Non Building	\$208,000	\$0	\$0	\$0	\$0
		\$208,000	\$0	\$0	\$0	\$0

Transportation

Project Title 107th Avenue/McDowell Widening

Project # T0002

Priority: 40

Description:

This project has 100% design completed and a construction contractor has been procured using the Alternative Delivery Method. This project will design and construct improvements that will widen McDowell Road west of 107th Avenue for approximately 2,000 feet along the south side of the road in order to provide three lanes in each direction. The widening will also take place along 107th Avenue south of McDowell Road for approximately 700 feet along the west side of the road in order to provide two lanes in each direction. Improvements will include pavement, curb & gutter, scuppers, conduit, drainage excavation for temporary retention basins, and a new traffic signal pole and mast arm in the southwest corner. Right-of-way will be required along the south side of McDowell Road and along the west side of 107th Avenue due to the roadway widening. The existing private irrigation well structure located in the southwest corner will be removed. Relocation of the existing 42-inch and 72-inch Salt River Project (SRP) irrigation pipes will be required along McDowell Road and 107th Avenue. Additional right-of-way and easements will have to be acquired as part of the channel relocation. This project will also include the construction of approximately 1/2 mile of 16" waterline, that will connect to the existing 12" line. The waterline-related design and construction costs will be funded through the McDowell Rd 16-inch Waterline - Avondale Blvd. to 99th Avenue (WA 1468) project.

Justification:

Development along the McDowell Road corridor, especially retail uses that generate high volumes of traffic, have created significant traffic queues that require several traffic signal cycles to clear at the McDowell and 107th Avenue intersection. The resulting Level of Service (LOS) is F (LOS D or better is desired), especially during peak periods. The additional through lane will increase the necessary capacity to help mitigate the delays created by recent/future development along this corridor. In addition, there have been numerous inquiries from affected stakeholders regarding the traffic delays on 107th Avenue. This project will increase the capacity of 107th Avenue and McDowell Road by widening each of the roadways to their fully build out cross-sections, reducing delays and improving LOS, travel time, and safety. The project construction has to meet SRP deadlines for relocating/reconstructing their facilities during the January 2022 dry-up period. This timeframe also aligns with the necessary USA Fee land acquisition related to SRP facilities.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
107th Avenue/McDowell Widening	Construction - Non Building	\$5,375,000	\$0	\$0	\$0	\$0

107th Avenue/McDowell Widening	Technology - Hardware CAP	\$120,000	\$0	\$0	\$0	\$0
		\$5,495,000	\$0	\$0	\$0	\$0

Transportation**Project Title** Avondale Blvd - McDowell to Encanto**Project #** T0016**Priority:** 41**Description:**

This project includes the design and construction of improvements that will complete the widening of Avondale Boulevard. A project design engineering firm has been retained for preparing construction documents. The road will be widened with a single southbound lane along the west side of Avondale Boulevard from McDowell Road to Encanto Boulevard for a total distance of 2,600 feet. The project improvements include vertical curb and gutter, sidewalk, bike lanes, conduit, streetlights, a new pavement section, new striping, temporary retention basins, and scuppers. The project will include the undergrounding of an existing irrigation ditch as well as the relocation of existing overhead electric lines (12kV). Landscaping of the new median will be included as part of these improvements. Right of Way acquisition is completed.

Justification:

Residential development including the Elementary School has led to the increase in traffic volumes creating significant traffic queues during school hours that require expansion of the existing road. The additional lane will increase the necessary capacity to help mitigate the delays. The project will provide sidewalks and bike lanes to support students in walking and biking to school.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Avondale Blvd - McDowell to Encanto	Construction - Non Building	\$2,212,000	\$0	\$0	\$0	\$0
Avondale Blvd - McDowell to Encanto	Design/Engineering	\$114,000	\$0	\$0	\$0	\$0
Avondale Blvd - McDowell to Encanto	Land Acquisition	\$112,000	\$0	\$0	\$0	\$0
Avondale Blvd - McDowell to Encanto	Technology - Hardware CAP	\$175,000	\$0	\$0	\$0	\$0
		\$2,613,000	\$0	\$0	\$0	\$0

Transportation

Project Title Dysart Road Median Improvements - I-10 to Indian School **Project #** T0040**Priority:** 42**Description:**

This project removed and replaced all broken median curbing, removed and replaced brick pavers as needed, removed/replaced dead trees and shrubs, and supplemented the existing trees with new trees and shrubs. The project also replaced the existing irrigation system with new pipes, valves, and controllers. The project was 100% City funded.

Justification:

The project will beautify one of Avondale's major corridors.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Dysart Road Median Improvements - I-10 to Indian School	Construction - Non Building	\$16,000	\$0	\$0	\$0	\$0
		\$16,000	\$0	\$0	\$0	\$0

Transportation

Project Title McDowell Road & 107th Avenue - Dual Left-Turn Lanes **Project #** T0079

Priority: 43

Description:

This project includes the design and construction of improvements that will widen approaches to this intersection to allow for the construction of the much-needed dual left-turn lanes for two of the four approaches. Dual left-turn lanes will be added to the Westbound to Southbound and Eastbound to Northbound movements. Two overhead electric lines (69kV) poles on the northeast corner and northwest corner of the intersection were previously relocated under a separate project. This project will be constructed in conjunction with the 107th Avenue and McDowell Road project which is currently under design (90%).

Justification:

Development along the McDowell Road corridor, especially retail uses that generate high volumes of traffic have created significant traffic queues that require several traffic signal cycles to clear at the McDowell and 107th Avenue intersection. The resulting level of service (LOS) is "F" (LOS "D" or better is desired), especially during peak periods. The additional through lane will increase the necessary capacity to help mitigate the delays created by recent/future development along this corridor. In addition, there have been numerous inquiries from affected stakeholders regarding the traffic delays on 107th Avenue. This project will increase the capacity of 107th Avenue and McDowell Road by widening each of the roadways to their fully build out cross-sections, reducing delays and improving LOS, travel time, and safety. The project construction has to meet SRP deadlines for relocating/reconstructing their facilities during the January 2022 dry-up period. This timeframe also aligns with the necessary USA Fee land acquisition related to SRP facilities.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
McDowell Road & 107th Avenue - Dual Left-Turn Lanes	Construction - Non Building	\$306,000	\$0	\$0	\$0	\$0
		\$306,000	\$0	\$0	\$0	\$0

Transportation

Project Title Van Buren Multi-Use Path

Project # P0145

Priority: 44

Description:

Design and construction commenced in the Spring of 2020. Since this was a federally funded project, the Arizona Department of Transportation (ADOT) administered the construction.

This is the design and construction of a multi-use pathway between 127th Avenue and 113th Avenue. It includes lighting, landscaping, and other pedestrian and bicycle amenities. Previously, this project included a drainage channel component, which has been removed, and the current project comprises the pathway only. Federal TAP funding of \$2M was used towards construction. All right-of-way along the north side of Van Buren Street has been acquired for the project.

In FY20, the City applied for additional Federal funding through Maricopa Association Funding (MAG) for \$253k. An additional City contribution of \$15k was required to match the Federal funds. This project was completed in FY21.

Justification:

This project is part of the City of Avondale Trails Master Plan, and will provide connectivity to the existing trail system.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Van Buren Multi-Use Path	Land Improvement	\$71,000	\$0	\$0	\$0	\$0
		\$71,000	\$0	\$0	\$0	\$0

Transportation**Project Title** Wayfinding Signage**Project #** T0154**Priority:** 45**Description:**

Project is completed for FY2022 but there is budget in future years for future wayfinding signage. In FY2021, the City installed a parking lot sign at Western Avenue and 6th Street and 3 directional signs in Old town Avondale. Also included are vehicular directional signs, vehicular destination signs, and pedestrian directional signs, that were installed as part of Phase I signage of the Civic Center Campus project. The future Phase II signage for the Civic Center Annex will include vehicular directional (One sign), vehicular destination (Seven signs), and pedestrian directional (two signs). Estimated completion June 30, 2028.

Justification:

The signage will improve pedestrian navigation within the Civic Center campus, build our brand equity and create a sense of space as our Civic Center Campus grows while enhancing the level of signage currently provided on our campus.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Wayfinding Signage	Construction - Non Building	\$202,000	\$0	\$25,000	\$25,000	\$25,000
		\$202,000	\$0	\$25,000	\$25,000	\$25,000

Transportation**Project Title** Dysart Road ROW Improvements**Project #** T0043**Priority:** 46**Description:**

The project will remove existing landscaping and irrigation between the curb and sidewalk and be replaced with decorative pavers along both sides of Dysart Road from Van Buren Street to Buckeye Road (MC85), a distance of one mile. No design is anticipated.

Justification:

Due to the existing narrow planting areas on each side of Dysart Road, landscaping is sparse and has a poor survival rate. This project will eliminate the need for irrigation and landscape maintenance.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Dysart Road ROW Improvements	Construction - Non Building	\$290,000	\$0	\$0	\$0	\$0
		\$290,000	\$0	\$0	\$0	\$0

Transportation

Project Title Traffic Signal - Broadway Rd & Avondale Blvd

Project # T0136

Priority: 47

Description:

This project includes the design and construction of a traffic signal using rectangular cocoa brown double mast arms and poles with intersection improvements at Avondale Blvd and Broadway Rd. The Buckeye Feeder Canal will need to be placed underground with pipe and the electric distribution lines relocated in the proximity to the intersection only. The developer will design and construct this signal. Total Project costs are \$1,300,000 and estimated completion is June 30, 2024.

Justification:

A Traffic signal warrant study, as defined by the Manual of Uniform Traffic Control Devices (MUTCD) addresses a variety of intersection conditions such as vehicular volume, pedestrian volume, crashes, progression, and delay. This location will be evaluated over time, and when this location meets the MUTCD criteria, the traffic signal design may be initiated. The traffic signal will help improve traffic flow, reduce delays along the arterial roadways, and provide safer access for vehicles exiting adjacent developments. It is anticipated that private developments at this intersection will contribute to the cost of design and construction of the traffic signal.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Traffic Signal - Broadway Rd & Avondale Blvd	Construction - Non Building	\$0	\$1,000,000	\$0	\$0	\$0
Traffic Signal - Broadway Rd & Avondale Blvd	Design/Engineering	\$250,000	\$0	\$0	\$0	\$0
Traffic Signal - Broadway Rd & Avondale Blvd	Public Art	\$0	\$13,000	\$0	\$0	\$0
Traffic Signal - Broadway Rd & Avondale Blvd	Technology - Hardware CAP	\$0	\$50,000	\$0	\$0	\$0
		\$250,000	\$1,063,000	\$0	\$0	\$0

Transportation

Project Title Avondale Blvd South of Lower Buckeye Road

Project # T0230

Priority: 49

Description:

Phase 1: Refresh existing striping so the lane delineation and other striping is clearly visible in all lighting conditions. Furthermore, it is recommended that Speed Feedback Signs are installed for both directions with SLOW DOWN flashing message for speeds more than 5 mph over the speed limit. Before and after installation of the signs, traffic speed and volume studies will be conducted to understand the effectiveness of the signs. This short-term countermeasure can be implemented within next 2-3 months. Budget required for this phase is \$50,000.

Phase 2: Have a consultant design further speed reduction measures, which might include re-striping roadway to one 10ft thru lane per direction, center two-way left turn lane, bike lanes, and add medians/elliptical roundabouts at quarter or half-mile locations. this countermeasure can be designed and installed in FY2023 if phase 1 countermeasures are not effective. Budget required for this phase is \$250,000-\$1,000,000.

Phase 3: Synchronize future signals at Lower Buckeye/Avondale Blvd and Broadway Rd/Avondale Blvd intersections with 40 mph speed limit signs for green signal band. This countermeasure can be implemented once traffic signals are installed at the intersections. Signal design at these intersections is scheduled in FY2023.

Phase 4: If after implementation of above three phase measures, it is found that 85th percentile speed limit is more than 8 mph over posted speed limit then it is highly recommended that speed enforcement be pursued by the Police Department.

Justification:

These improvements are designed to reduce speeding along this stretch of Avondale Blvd in order to increase safety and reduce the number of accidents on Avondale Blvd.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Avondale Blvd South of Lower Buckeye Road	Construction - Non Building	\$1,050,000	\$0	\$0	\$0	\$0
		\$1,050,000	\$0	\$0	\$0	\$0

Transportation

Project Title Avondale Boulevard From Buckeye Road to McDowell Road **Project #** T0231

Priority: 50

Description:

This project will consist of Mill and overlay Avondale Boulevard from Buckeye Road (MC-85) to McDowell Road . The pavement life of the street can be extended by milling and overlaying. This improvements reduce pavement roughness, mitigate noise, and extend the life of city streets. Total cost \$3,000,000. Estimated completion June 30, 2026.

Justification:

Avondale Boulevard is one of the major arterial gateway to City of Avondale. The roadway requires extensive repairs in many areas due to new developments along the corridor, past utilities pavement repairs and traffic increase. This has led to severe deterioration of the pavement including drainage issues. Mill and overlay is a good alternate to removing and replacing the entire pavement including the subgrade.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Avondale Boulevard From Buckeye Road to McDowell Road	Construction - Non Building	\$0	\$0	\$0	\$3,000,000	\$0
Avondale Boulevard From Buckeye Road to McDowell Road	Public Art	\$0	\$0	\$0	\$30,000	\$0
		\$0	\$0	\$0	\$3,030,000	\$0

Transportation**Project Title** Traffic Signal at 111th Avenue and Thomas Road**Project #** T0205**Priority:** 51**Description:**

This project includes the design and construction of a traffic signal using MCDOT style mast arms and poles at the intersection of 111th Avenue and Thomas Road. The permit cost is estimated at \$4,000 and is included in the construction cost. Total cost \$550,000. Estimated completion June 30, 2027.

Justification:

A Traffic signal warrant study, as defined by the Manual of Uniform Traffic Control Devices (MUTCD) addresses a variety of intersection conditions such as vehicular volume, pedestrian volume, crashes, progression, and delay. This location will be evaluated over time, and when this location meets the MUTCD criteria, the traffic signal design may be initiated. The traffic signal will help improve traffic flow and provide safer access for vehicles exiting the high school.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Traffic Signal at 111th Avenue and Thomas Road	Construction - Non Building	\$0	\$0	\$0	\$0	\$450,000
Traffic Signal at 111th Avenue and Thomas Road	Design/Engineering	\$0	\$0	\$0	\$50,000	\$0
Traffic Signal at 111th Avenue and Thomas Road	Technology - Hardware CAP	\$0	\$0	\$0	\$0	\$50,000
		\$0	\$0	\$0	\$50,000	\$500,000

Transportation

Project Title Dysart Road Median Offsets

Project # T0042

Priority: 52

Description:

This project will design and construct modifications to existing medians at intersections along Dysart Road between McDowell Rd and Osborn Rd. The City will apply for funding through the MAG (Maricopa Association of Government) Road Safety Program (RSP) to share the cost of improvements. The following are the intersections that will be evaluated for potential modification: Dysart Road and Thomas Road, Dysart Road and Osborn Road, and Dysart Road and McDowell Road. Total cost \$500,000. Estimated completion June 30, 2025.

Justification:

Due to recent crash data, a study was conducted for the safety of the turning movements of vehicles at signalized intersections from McDowell Road to Osborn Road on Dysart Road. The study recommends modifying the intersections that will significantly improve driver visibility by aligning opposing left-turn movements, thereby improving safety and reducing crashes.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Dysart Road Median Offsets	Construction - Non Building	\$0	\$0	\$450,000	\$0	\$0
Dysart Road Median Offsets	Design/Engineering	\$0	\$50,000	\$0	\$0	\$0
		\$0	\$50,000	\$450,000	\$0	\$0

Transportation**Project Title** Garden Lakes Parkway Improvements Design**Project #** P0232**Priority:** 53**Description:**

This is the design portion of the three-phase project along the Garden Lakes Parkway (GLP) corridor. This project will design center medians with turn lanes at Garden Lake Parkway intersections between Thomas Road and Lakeshore Drive. The existing at-grade footpath on the west side of GLP will be converted to a raised sidewalk with curb and curb ramps. Buffered bike lanes with small decorative paved medians located at intersections and mid-block locations will be installed to channelize vehicles entering and exiting GLP and reduce high-risk passing maneuvers. At the intersection of Lakeshore Drive and GLP, the intersection will be raised to provide a traffic table, improve pedestrian visibility and reduce approaching vehicle speeds. The four corners of the intersection will be extended with reduced curb returns/bulb-outs to reduce the pedestrian crossing distance on all four legs of the intersection. Speed table warning signs will be placed in advance of the intersection on all four approaches. Land acquisition is not anticipated as part of the project. Total cost of design is \$100,000. Estimated completion June 30, 2024.

Justification:

The improvements are based on recommendations from the Garden Lakes Parkway Corridor Study, completed in 2019. Due to the high volume of pedestrian traffic and high vehicular speeds, this program will improve the safety of pedestrians, bicyclists and vehicles along the Garden Lakes Parkway corridor.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Garden Lakes Parkway Improvements Design	Design/Engineering	\$0	\$100,000	\$0	\$0	\$0
		\$0	\$100,000	\$0	\$0	\$0

Utilities**Project Title** SCADA Security Enhancements**Project #** A0115**Priority:** 0**Description:**

This project provides a secure environment for critical infrastructure, secure Supervisory Control and Data Acquisition (SCADA) equipment, with installation of firewalls as an additional level of security as recommended by DHS and best practices.

Justification:

Enhance the security of SCADA equipment to ensure the safeguard of the city's water infrastructure.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
SCADA Security Enhancements	Technology - Hardware CAP	\$260,000	\$10,000	\$10,000	\$10,000	\$10,000
		\$260,000	\$10,000	\$10,000	\$10,000	\$10,000

Utilities**Project Title** Site Security at Well and Booster Stations**Project #** U0238**Priority:** 1**Description:**

Site Security request to add cameras and intrusion alarm capability at the Well and Booster station facilities throughout the city. Total estimated cost is \$90,000 with an anticipated completion date of June 30, 2023.

Justification:

Site Security: The Site Security cameras for monitoring our Water Well and Booster facilities are needing replacement and are in some case obsolete. The need for Site Security improvements have been identified within the City of Avondale's "Risk & Resilience Assessment" and within the Well & Booster Station Assessment project. Many of the existing cameras are over 10 years old and are failing at an increased pace; some will not be compatible with the newer software and IT Server. The recommendation from the City I.T. department is to replace all of the cameras to assure site security.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Site Security at Well and Booster Stations	Construction - Non Building	\$0	\$0	\$0	\$0	\$0
Site Security at Well and Booster Stations	Technology - Hardware CAP	\$90,000	\$0	\$0	\$0	\$0
		\$90,000	\$0	\$0	\$0	\$0

Utilities**Project Title** Water Reclamation Facility Influent Pump**Project #** U0216**Priority:** 1**Description:**

Purchase an influent pump for the water reclamation facility for backup and reduce the risk of impacting services to residents.

Justification:

The submersible, chopper style pumps are designed to chop or macerate waste solids as part of the pumping action. The pumps can chop through and pump solids such as plastics, heavy rags, grease, hairballs, wood and paper products, and stringy materials without plugging. A total of three pumps are installed with the ability to install two more pumps without any modification to the influent pump station. The pump station is designed to handle the peak flows with two pumps running. A third pump is installed as a standby pump.

Since inception of the influent pump station in 2010, a pump could provide enough capacity to handle the peak hydraulic flows. As a result, when a pump was pulled for preventative maintenance, the second pump acted as a standby pump during servicing. However, in the past year or so, the facility has experienced an increase in flow. With this increased hydraulic loading, a second influent pump is now required to maintain a target influent wet well level, and to keep from surcharging the gravity collection system. Consequently, this poses a concern with redundancy when a pump is pulled for preventative maintenance. The lead time for repairs to a pump and electric motor is a minimum of 10 weeks. This extended lead time is the result of the size of the pump and scarcity of parts.

This supplemental request will provide the funding to purchase a fourth influent pump. This will enable staff to maintain three pumps in service while preventative or reactive maintenance is being performed.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Water Reclamation Facility Influent Pump	Furniture, Fixtures, Equipment	\$150,000	\$0	\$0	\$0	\$0
		\$150,000	\$0	\$0	\$0	\$0

Utilities

Project Title 10th Street Lift Station - Force Main Improvements

Project # U0003

Priority: 2

Description:

This project will evaluate the condition of the existing sewer force main (pressurized sewer line for moving sewage uphill) associated with the 10th Street Lift Station. Depending on the evaluation recommendation, the entire force main may have to be rehabilitated or the construction of a backup redundant force main maybe necessary. The force main alignment extends south along Eliseo C. Felix Jr Way south to Van Buren Street then east across the Agua Fria River to Fairway Drive. Total project length is approximately 4,700 linear feet. Total estimated cost is \$1,952,000 with an anticipated completion by June 30, 2023.

Justification:

The 10th Street Lift Station conveys over one million gallons per day (MGD) of wastewater from the northwest portion of Avondale. Due to restricted access, staff is unable to inspect the line to identify deficiencies. The evaluation will indentify force main repairs and improvements required to ensure compliance with federal, state and local regulations.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
10th Street Lift Station - Force Main Improvements	Construction - Non Building	\$1,852,000	\$0	\$0	\$0	\$0
		\$1,852,000	\$0	\$0	\$0	\$0

Utilities**Project Title** Well #26 Replacement**Project #** U0218**Priority:** 2**Description:**

Well #26 has failed and requires replacement. This project is for the design and construction of a complete well replacement for the existing Well #26. Well#26 is located approximately in 127 Avenue and the I-10. NE corner of the Conn's and Port Authority Warehouse. FY2023 cost \$3,000,000.

Justification:

Well & Booster Station Assessment recommends replacement (Carollo, 2021)

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Well #26 Replacement	Construction - Non Building	\$2,700,000	\$0	\$0	\$0	\$0
Well #26 Replacement	Design/Engineering	\$300,000	\$0	\$0	\$0	\$0
		\$3,000,000	\$0	\$0	\$0	\$0

Utilities**Project Title** Large Diameter Sewer Line Repair**Project #** U0074**Priority:** 3**Description:**

In FY2021 the project completed the assessment of our large diameter sewer system. Starting in FY2023, design and construction of individual projects will begin at a cost of \$1,800,000.

Justification:

Avondale has approximately 38.7 miles of large diameter lines (greater than 15-inches in diameter) in the wastewater collection system. The City lacks the internal resources to inspect and repair these large lines. In FY15, a condition assessment was completed on approximately 20% of the large diameter lines. The assessment identified several critical deficiencies that could affect the safety and reliability of the collection system. The work identified in the initial assessment has been completed. The remaining 80% of the large diameter system is due for inspection and analysis. Future costs will be determined based on the results of the FY2021 assessment.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Large Diameter Sewer Line Repair	Construction - Non Building	\$1,800,000	\$0	\$725,000	\$1,250,000	\$1,175,000
		\$1,800,000	\$0	\$725,000	\$1,250,000	\$1,175,000

Utilities**Project Title** The BLVD Well (#33) & Transmission Line**Project #** U0131**Priority:** 3**Description:**

The project is for the city's portion of construction of a new Salt River Project (SRP) shared well and associated transmission main, referred to as the BLVD Well #33, at 114th Avenue and Roosevelt Street. The project includes new well design and drilling, zonal sampling, wellhead design, construction, and new well transmission lines to convey the water to the nearest reservoir/booster site. Total estimated cost is \$2,880,000 and anticipates completion by June 30, 2023.

Justification:

It is necessary for the city to drill and equip new water production wells to meet future water demands and ensure system reliability. The 2018 Integrated Utility Master Plan identified a numbers of future well sites to meet these needs. Public Works staff prioritizes which sites should be constructed based on operational needs, costs and system demands. The cost of the well construction portion is a 50/50 split with SRP and benefits future development on a prime corner at Avondale Boulevard & Roosevelt Street.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
The BLVD Well (#33) & Transmission Line	Construction - Non Building	\$2,600,000	\$0	\$0	\$0	\$0
The BLVD Well (#33) & Transmission Line	Design/Engineering	\$44,000	\$0	\$0	\$0	\$0
		\$2,644,000	\$0	\$0	\$0	\$0

Utilities**Project Title** Distribution Pressure Improvements**Project #** U0038**Priority:** 4**Description:**

Evaluation and modeling of the distribution is necessary to identify specific improvements. This project will fund a study to provide for the design and construction of infrastructure related to the improvement of pressure at localized areas within the distribution system. Total estimated cost is \$8,332,000 with an estimated completion by June 30, 2023.

Justification:

Future development may require an increase of the system pressures in the northeast portion of the city, where more development is scheduled to occur, while maintaining the existing system pressures to the south. Minimum and Maximum system pressures must be controlled as regulated by Arizona Department of Environmental Quality.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Distribution Pressure Improvements	Construction - Non Building	\$8,000,000	\$0	\$0	\$0	\$0
Distribution Pressure Improvements	Design/Engineering	\$197,000	\$0	\$0	\$0	\$0
		\$8,197,000	\$0	\$0	\$0	\$0

Utilities

Project Title Water Reclamation Facility Odor Control System Improvements **Project #** U0150**Priority:** 4**Description:**

This project is for the rehabilitation and expansion or full replacement of the existing odor control systems at the Water Reclamation Facility (WRF), which includes the design and construction. Total estimated cost is \$2,750,000 and anticipates completion by June 30, 2023.

Justification:

The odor control system is nearing the end of its useful life. Odor Control is required under the current Aquifer Protection Permit issued for the facility for foul air removal. Odor control systems remove hydrogen sulfide gas from the air, which also reduces accelerated deterioration of plant facilities from the formation of sulfuric acid. This project also addresses neighborhood odor control in advance of the future residential development in the area.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Water Reclamation Facility Odor Control System Improvements	Construction - Non Building	\$2,670,000	\$0	\$0	\$0	\$0
		\$2,670,000	\$0	\$0	\$0	\$0

Utilities

Project Title	Dysart Road Sewer Replacement - Corral Street to Lower Buckeye Road	Project #	U0044
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Priority: 5

Description:

This project will replace the existing 10-inch diameter sewer line in 7th and 4th Street between Corral Street and Lower Buckeye Road alignment with a 12-inch diameter sewer line and realign the pipe to stay within the public right of way. Total project cost is estimated at \$2,570,000 with an anticipated completion date of June 30, 2024.

Justification:

The existing 10-inch diameter sewer line in 7th and 4th Streets is undersized between Corral Street and Lower Buckeye Road. The 2018 Integrated Utility Master Plan identified that this line needs to be upsized to accommodate future development in the area and to reduce the risk of sewer overflow. This sewer main crosses under the Rose Terrace Apartments on the southeast corner of Harrison Drive and 4th Street, making the section very difficult to repair and maintain. Realigning the pipe to stay within the public right of way will alleviate this issue. This project is to be accomplished using trenchless technology, so does not include costs to install fiber conduit.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Dysart Road Sewer Replacement - Corral Street to Lower Buckeye Road	Construction - Non Building	\$1,890,000	\$220,000	\$0	\$0	\$0
Dysart Road Sewer Replacement - Corral Street to Lower Buckeye Road	Design/Engineering	\$460,000	\$0	\$0	\$0	\$0
		\$2,350,000	\$220,000	\$0	\$0	\$0

Utilities

Project Title Well at 107th Avenue & Encanto Boulevard - Shared Well **Project #** U0159

Priority: 5

Description:

Public Works is working with the Salt River Project (SRP) to construct a new shared well at 107th Avenue and Encanto Boulevard. The project will include re-drilling the existing irrigation well, zonal sampling, wellhead design and construction. The city will construct a new 12-inch well transmission line at 107th to convey the water to Garden Lakes Booster station as part of the North Avondale Water Supply Project, WA1469. Total estimated budget is \$455,000 and expected completion is by June 30, 2023.

Justification:

It is necessary for the city to drill and equip new water production wells to meet future water demands and ensure system reliability. The 2018 Integrated Utility Master Plan identified a numbers of future well sites to meet these needs. This will supply water to the Garden Lakes Booster station and provide the city with additional water to blend with the new City of Phoenix water connection. Costs for this project will be shared with SRP.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Well at 107th Avenue & Encanto Boulevard - Shared Well	Construction - Non Building	\$455,000	\$0	\$0	\$0	\$0
		\$455,000	\$0	\$0	\$0	\$0

Utilities

Project Title City Wide Sewer Improvements

Project # U0022

Priority: 6

Description:

The city proactively inspects the wastewater collection system. This project repairs and improves identified and prioritized deficiencies. When possible, the repairs to small diameter (4-inch to 12-inch) mainlines will be completed using methods like Cured-in-Place Pipe (CIPP) lining, which limits the amount of open trenching to minimize impacts to the public.

Current identified project list:

FY2021- Locations Identified in Quarter Section 1812, Total Length = 1,300 linear feet

FY2022- Locations Identified in Quarter Section 1813, Total Length = 4,300 linear feet

FY2023- Locations Identified in Quarter Section 1814, Total Length = 2,250 linear feet

FY2024- Locations Identified in Quarter Section 1914, Total Length = 1,250 linear feet

FY2025- Locations Identified in Quarter Section 2013, Total Length = 2,500 linear feet

FY2026-2030- Locations Identified in Quarter Section 2112 & 2114, Total Length = 3,700 linear feet

Justification:

As the city's wastewater infrastructure ages, rehabilitation and maintenance becomes more important. In the older areas of the city, many of the original clay pipe sewer mainlines have deficiencies that need to be repaired. Improvements and repairs are required to ensure compliance with federal, state and local regulations as well as meet existing and future demands on the system. Individual projects are prioritized by the National Association of Sewer Service Companies (NASSCO) Rating and proximity.

Annual funding is determined by total linear feet programmed each year. Public Works staff will prioritize, and schedule projects based on operational needs, line conditions and available funding.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
City Wide Sewer Improvements	Construction - Non Building	\$630,000	\$250,000	\$400,000	\$120,000	\$120,000
		\$630,000	\$250,000	\$400,000	\$120,000	\$120,000

Utilities**Project Title** Garden Lakes Nitrate Equipment Replacement**Project #** U0062**Priority:** 6**Description:**

This project is for the replacement of the original nitrate treatment systems (1,200 gallons per minute) at the Garden Lakes Booster Station site. The project includes design and construction. Total estimated cost is \$3,880,000 and estimated completion by June 30, 2025.

Justification:

The city's Garden Lakes Booster station was equipped with a nitrate treatment system capable of treating 1,200 gallons per minute (gpm) in 2006. The equipment is reaching the end of its useful life. The new equipment will ensure the reliability of water treatment at the site and keep operating and maintenance costs from escalating. Without an optimally functioning nitrate treatment system, the City's ability to blend our well supply water with Phoenix interconnect water would be limited and the capacity of the Garden Lakes booster station would be greatly restricted.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Garden Lakes Nitrate Equipment Replacement	Construction - Non Building	\$0	\$0	\$3,880,000	\$0	\$0
		\$0	\$0	\$3,880,000	\$0	\$0

Utilities

Project Title Lift Station Security Upgrades

Project # U0076

Priority: 7

Description:

This project is to add related security equipment to the Supervisory Control and Data Acquisition (SCADA) at the City's wastewater lift stations. The specific equipment required in each year's projects will vary depending on the site but typically includes card access systems, video cameras, and intrusion alarms. Current plan is as follows: FY2021 - 10th Street Lift Station and Fulton Lift Station. FY2022 -4th Street Lift Station, Riley Lift station. FY2023 - Whyman Lift Station. Total estimated cost of \$186,000 with anticipated completion of June 30, 2023.

Justification:

This program will continue with the upgrading of the security systems at the sewer lift stations, bringing them in line with the security systems at our water system sites. This program provides an elevated level of protection of the water and sewer systems from potential physical and cyber security threats. Lift Station - Supervisory Control and Data Acquisition (SCADA) & Security upgrades are scheduled based on operational needs. FY2021 Security upgrades were initiated at the 10th Street Lift station which allowed for facility monitoring and future capability of adding cameras and intrusion alarming devices. FY2022 the 4th St. Lift Station will receive upgrades to the PLC and facility site security to include additional cameras.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Lift Station Security Upgrades	Technology - Hardware CAP	\$136,000	\$0	\$0	\$0	\$0
		\$136,000	\$0	\$0	\$0	\$0

Utilities

Project Title Pressure Reducing Valve Station Technology Upgrades **Project #** U0098**Priority:** 7**Description:**

This project will install metering and Supervisory Control and Data Acquisition (SCADA) equipment at four existing pressure reducing valve (PRV) stations in the City's water distribution system. The four PRV stations are located along 107th Avenue, Avondale Boulevard, El Mirage Road and Dysart Road.

Justification:

The pressure in the City's water distribution system is reduced generally south of the Elwood alignment to allow the system to operate more efficiently and protect customers. Connecting the PRV stations to the SCADA network will allow operations staff to monitor the function of the sites and collect real-time data on the water distribution system.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Pressure Reducing Valve Station Technology Upgrades	Design/Engineering	\$0	\$0	\$0	\$50,000	\$0
Pressure Reducing Valve Station Technology Upgrades	Technology - Hardware CAP	\$0	\$0	\$0	\$450,000	\$0
		\$0	\$0	\$0	\$500,000	\$0

Utilities**Project Title** Northside Arsenic Treatment System Rehabilitation**Project #** U0089**Priority:** 8**Description:**

This project is for the repair or replacement of the coatings, fittings, control valves, and the filter media contained in the three process vessels at the Northside Reservoir and Booster Station. Total estimated cost is \$1,390,000 with estimated completion by June 30, 2023.

Justification:

The city's Northside Reservoir and Booster Station contains an arsenic treatment system that was constructed in the mid 2000's. The arsenic treatment system's process vessels and media need to be rehabilitated and replaced respectively to ensure continued and proper operation.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Northside Arsenic Treatment System Rehabilitation	Construction - Non Building	\$967,000	\$0	\$0	\$0	\$0
		\$967,000	\$0	\$0	\$0	\$0

Utilities**Project Title** Water Reclamation Facility - Phase II Expansion Design**Project #** U0219**Priority:** 8**Description:**

This project will be for the design phase to increase the average daily maximum capacity of the Water Reclamation Facility (WRF) from 9 to 12 million gallons per day (MGD) to handle flows associated with expected growth. The main project elements will include capacity increases, upgrades to headworks equipment (the front-end process that removes debris and grit), instrumentation and electrical upgrades, secondary treatment processes, disinfection, solids handling systems, and any other plant processes that require the upgrade or capacity increases to meet the 12 MGD demand. This project includes design and construction.

Justification:

State regulations require an expansion of the treatment plant when the facility reaches 80% of the rated design capacity of 9 MGD. Our current sewer flows average 5.7 MGD. Project design shall commence once flows reach 7.2 MGD at the current plant. Design is estimated to begin in FY2025 after reevaluation of the projected growth. Moving the project start date up 3 fiscal years from FY2028.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Water Reclamation Facility - Phase II Expansion Design	Design/Engineering	\$0	\$0	\$6,307,000	\$0	\$0
		\$0	\$0	\$6,307,000	\$0	\$0

Utilities

Project Title	McDowell Road Sewer Line Replacement - 119th Avenue to Avondale Boulevard	Project #	U0081
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Priority: 9

Description:

This project will replace approximately 2,700 linear feet of a 21-inch sewer line in McDowell Road from 119th Avenue to Avondale Boulevard with a smaller diameter sewer line. Construction for the new line will be coordinated when development occurs on the north side of McDowell Road west of Avondale Boulevard.

Justification:

The original wastewater flows in this sewer line were diverted into a new 24-inch sewer line running south on Avondale Boulevard. The existing 21-inch sewer line is now too large for the anticipated future connections. This could cause the release of noxious odors into the community, corrosion of the system, and a need for ongoing maintenance. Installing a new smaller diameter sewer line will correct these issues.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
McDowell Road Sewer Line Replacement - 119th Avenue to Avondale Boulevard	Construction - Non Building	\$0	\$0	\$450,000	\$0	\$0
McDowell Road Sewer Line Replacement - 119th Avenue to Avondale Boulevard	Design/Engineering	\$0	\$0	\$50,000	\$0	\$0
		\$0	\$0	\$500,000	\$0	\$0

Utilities

Project Title New River-Agua Fria River Underground Storage Project (NAUSP) Capacity Purchase **Project #** U0220

Priority: 9

Description:

Purchase 6,000 +/- AF of additional storage/recharge capacity at the New River-Agua Fria River Underground Storage Project (NAUSP) operated by Salt River Project (SRP) from the City of Chandler for an estimated total \$7.2 Million.

Justification:

This provides Avondale additional recharge capability and will alleviate the need for a water surface treatment plant. Avondale will own the recharge space and the land. The McDowell Recharge facility is the only means for Avondale to recharge our allocation of surface water from Central Arizona Project (CAP) and Salt River Project (SRP) and allow for additional reclaimed water from the Water Reclamation Facility (WRF) to be recharged in the future as the plant continues to receive and treat more wastewater attributed to growth as we approach build out conditions. Demand at Buildout is 29,280 AF, with 20,000 AF of capacity at McDowell and 3,000 AF at NAUSP. This new 6,000 AF will bring us very close to the buildout demand required for Avondale (29,000 AF).

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
New River-Agua Fria River Underground Storage Project (NAUSP) Capacity Purchase	Land Acquisition	\$7,200,000	\$0	\$0	\$0	\$0
		\$7,200,000	\$0	\$0	\$0	\$0

Utilities

Project Title Dysart Road Sewer Replacement - Riley to Corral

Project # U0045

Priority: 10

Description:

This project is for upsizing the existing 8-inch and 10-inch diameter sewer lines in Dysart Road, between Riley Drive and Corral Street, with a 12-inch. Potentially using a trenchless technology of replacing pipe called pipe bursting. Pipe bursting minimizes impact of these repairs on the traveling public. The total project cost is \$4,135,000 and is expected to be completed by June 30, 2023.

Justification:

The existing 8/10-inch diameter sewer line in Dysart Road, between Riley Drive and Corral Street, is functioning near its designed capacity. The 2018 Integrated Utility Master Plan identified that this line needs to be upsized to accommodate future development in the area and to reduce the risk of sewer overflows. A video inspection also identified a section of ductile Iron Pipe (DIP) south of Western Avenue that is severally deteriorated, which increased the importance of replacing this line with the upgraded line size. Design for the project started in FY2019. Construction is anticipated to carry over into FY2021.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Dysart Road Sewer Replacement - Riley to Corral	Construction - Non Building	\$3,435,000	\$0	\$0	\$0	\$0
		\$3,435,000	\$0	\$0	\$0	\$0

Utilities

Project Title Rancho Santa Fe Reservoir Coating Repairs and Rehabilitation **Project #** U0103

Priority: 10

Description:

This is the last of six operational steel reservoirs that have not been rehabilitated. This project includes initial tank inspections, identifying required improvements and repairs, design and rehabilitation as needed for the 1 million gallon (MG) Rancho Santa Fe west reservoir. Total project cost, including additional FY2023 allocation, is \$2,290,000 and is expected to be completed by June 30, 2023.

Justification:

The water storage in the City's water distribution system is primarily supplied by six above ground steel reservoirs. In FY16, a condition assessment identified several critical deficiencies in the reservoir coatings and structural systems. If left uncorrected, these deficiencies could affect the safety and reliability of the water system.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Rancho Santa Fe Reservoir Coating Repairs and Rehabilitation	Construction - Non Building	\$1,460,000	\$0	\$0	\$0	\$0
		\$1,460,000	\$0	\$0	\$0	\$0

Utilities**Project Title** Hydro Excavation Truck**Project #** U0215**Priority:** 11**Description:**

Purchase a New Hydro Excavation Truck for the Water Distribution Division that will replace an existing Vactor Truck that the team inherited. Vehicle is expected to be purchased and put in service by June 30, 2023.

Justification:

The Water Distribution Division inherited a Vactor Truck that was going to be placed out of service to determine if it is an asset that could enhance their operations. After having the Vactor Truck for several years, it has been determined that it is valuable to their operations as it provides crews a means to react quicker when responding to water main leaks. This is because the Vactor truck allows the removal of water and moist soil that is more difficult with standard excavation equipment. The current Vactor Truck will require extensive repairs to continue to be in service and is past its useful life. A new, smaller Hydro Excavation Truck is needed to continue the services the Water Distribution needs to provide timely response to repairs.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Hydro Excavation Truck	Vehicles	\$325,000	\$0	\$0	\$0	\$0
		\$325,000	\$0	\$0	\$0	\$0

Utilities**Project Title** Relocate Riley Lift Station**Project #** U0106**Priority:** 11**Description:**

The project is for the relocation of the Riley Drive lift station and includes land acquisition, new pumps, control panels, an odor control system, electrical infrastructure, fiber conduit, security wall, landscaping, Supervisory Control and Data Acquisition (SCADA), security and other infrastructure.

Justification:

The lift station is currently located on the south sidewalk of Riley Drive, which impedes pedestrian passage. Funding was programmed for the purchase of the new lift station site and to move the existing overhead power line to the site underground. The funding to complete the improvements is being moved forward to FY20 to coordinate with the construction of the new Resource Center on the adjacent property.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Relocate Riley Lift Station	Construction - Non Building	\$77,000	\$0	\$0	\$0	\$0
Relocate Riley Lift Station	Technology - Hardware CAP	\$15,000	\$0	\$0	\$0	\$0
		\$92,000	\$0	\$0	\$0	\$0

Utilities

Project Title Site Security at the Water Reclamation Facility **Project #** U0237**Priority:** 12**Description:**

Site Security: Improvement to the site security of the Water Reclamation Facility (WRF). Total estimated cost is \$90,000 with an anticipated completion date of June 30, 2023.

Justification:

Site Security: There are currently no active video surveillance cameras at the Water Reclamation Facility. A recent Threat Vulnerability Assessment was conducted by the Avondale Police Department (3/2020) of the facility. From this assessment recommendations to improve site security to include cameras and intrusion alarm capability were identified. The recommendation from the City Information Technology Department is to add cameras and intrusion alarm capability to assure an improvement with site security.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Site Security at the Water Reclamation Facility	Construction - Non Building	\$0	\$0	\$0	\$0	\$0
Site Security at the Water Reclamation Facility	Technology - Hardware CAP	\$90,000	\$0	\$0	\$0	\$0
		\$90,000	\$0	\$0	\$0	\$0

Utilities**Project Title** Well #25 Rehabilitation**Project #** U0217**Priority:** 12**Description:**

Complete rehabilitation of Well #25 per the Well & Booster Station Assessment completed in 2021. Estimated cost is \$250,000 and is expected to be complete by June 30, 2023.

Justification:

As summarized in the recently completed Well and Booster Station Assessment, November 2021, Well #25 has a high risk to the overall water system and has decreased in capacity from 1,100 gallons per minute (gpm) to less than 250 gpm. That's more than a 75% drop in production capability. The recommendation is to rehabilitate this well which includes a pump evaluation, well liner and annular material installations and post testing to bring the well back to "normal" production levels.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Well #25 Rehabilitation	Construction - Non Building	\$250,000	\$0	\$0	\$0	\$0
		\$250,000	\$0	\$0	\$0	\$0

Utilities

Project Title McDowell Road 16-inch Waterline - Avondale to 99th **Project #** U0080

Priority: 13

Description:

This project will replace the existing 12-inch waterline in McDowell Road with 8,900 linear feet of 16-inch waterline from Avondale Boulevard to 99th Avenue. This project includes design and construction and will also tie into the future extension of the 16-inch waterline from Avondale Boulevard to 117th Avenue (CIP Project WA1135). Total project cost is estimated at \$2,650,000 and is planned for completion by June 30, 2025.

Justification:

The line was identified in the 2018 Integrated Utility Master Plan as being undersized for the future needs of the water distribution system.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
McDowell Road 16-inch Waterline - Avondale to 99th	Construction - Non Building	\$500,000	\$0	\$1,650,000	\$0	\$0
McDowell Road 16-inch Waterline - Avondale to 99th	Design/Engineering	\$0	\$500,000	\$0	\$0	\$0
		\$500,000	\$500,000	\$1,650,000	\$0	\$0

Utilities**Project Title** 99th Ave Waterline - Thomas to Encanto**Project #** U0006**Priority:** 14**Description:**

This project consists of the installation of 2,600 linear feet of 16-inch waterline within 99th Avenue from Thomas Road south to Encanto Boulevard. The project includes design and construction of the waterline with the addition of 2,600 linear feet of conduit (for future fiber). Total estimated project cost is \$956,000 and anticipates completion by June 30, 2023.

Justification:

This project was identified in the 2018 Integrated Utility Master Plan to serve future development along 99th Avenue. The distribution system currently dead ends on 99th Avenue, at the Encanto Boulevard alignment. The project will create a looped distribution system around the southwest corner of Thomas Road and 99th Avenue. This line will also improve the distribution of water from the Gateway Booster Station to future development along 99th Avenue. This project will be coordinated with development activities.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
99th Ave Waterline - Thomas to Encanto	Construction - Non Building	\$798,000	\$0	\$0	\$0	\$0
99th Ave Waterline - Thomas to Encanto	Design/Engineering	\$80,000	\$0	\$0	\$0	\$0
99th Ave Waterline - Thomas to Encanto	Technology - Hardware CAP	\$78,000	\$0	\$0	\$0	\$0
		\$956,000	\$0	\$0	\$0	\$0

Utilities

Project Title White Mountain Apache Tribe Water Settlement **Project #** U0164**Priority:** 15**Description:**

Through the White Mountain Apache Tribe Water Settlement, the city will lease 882 acre-feet of water for 100 years. Total estimated cost is \$2,409,000 with an estimated completion by June 30, 2023.

Justification:

This new water can be used anywhere in the city and is not restricted to on-project Salt River Project (SRP) lands. The water will be included as a source of renewable supply for the city's next Designation of Assured Water Supply and will aid in our continued development.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
White Mountain Apache Tribe Water Settlement	Construction - Non Building	\$53,000	\$0	\$0	\$0	\$0
White Mountain Apache Tribe Water Settlement	Intangible Asset - CAP	\$2,747,000	\$0	\$0	\$0	\$0
		\$2,800,000	\$0	\$0	\$0	\$0

Utilities

Project Title Water System Line Replacements and Expansions

Project # U0153

Priority: 16

Description:

This project is for construction of water line extensions, upsize or replacement in coordination with street and development projects, addressing issues identified during inspections, replacing deficient water valves, and upgrading water meters. The projects maybe coordinated with planned street improvements and development projects.

FY21 Upgrade the existing 6" water line with an 8" water line (250 linear feet) - Harrison Drive from Dysart Road to 7th Street.

The following projects have been identified for future years:

MC85 from Litchfield to Central – Upgrade the existing 6" waterline with a 12" water line which will provide fire protection along MC 85.

MC85 from 2nd to 7th – Upgrade the existing 6" water line with a 12" line and complete missing segments to provide fire protection along MC 85.

Holly Acres - Upgrade existing 4/6" waterlines and services in backyard easements with new 8" lines located in the street.

107th from Earl to Canal- Move the waterlines into the streets for protection and accessibility.

Glen Arm Farms - Relocate services from backyard easements to right of way west of 106th Ave.

Justification:

This program provides funding to replace and upgrade the water distribution system to ensure continued operation and replace lines and equipment that have exceeded their useful life. Public Works staff prioritizes the projects in the program based on operational needs and facility conditions.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Water System Line Replacements and Expansions	Construction - Non Building	\$1,672,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
		\$1,672,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000

Utilities

Project Title Garden Lakes Site - 2nd Reservoir & Booster Improvements **Project #** U0065**Priority:** 17**Description:**

This project is for design and construction of a new 2 million gallon (MG) underground concrete reservoir and booster equipment improvements to increase capacity at the Garden Lakes Reservoir & Booster Station. Total estimated cost is \$8,358,000 with anticipated completion by June 30, 2026.

Justification:

The Garden Lakes Reservoir & Booster Station will become increasingly more important to the distribution system once the connection to the Phoenix water system is complete. The 2018 Integrated Utility Master Plan identified that the site needs additional reservoir storage and booster capacity to meet the ultimate system demands. The increase booster capacity will be timed with the completion of the third well supplying the site to maximize the city's connection to the Phoenix water system.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Garden Lakes Site - 2nd Reservoir & Booster Improvements	Construction - Non Building	\$0	\$0	\$1,538,000	\$5,970,000	\$0
Garden Lakes Site - 2nd Reservoir & Booster Improvements	Design/Engineering	\$0	\$0	\$850,000	\$0	\$0
		\$0	\$0	\$2,388,000	\$5,970,000	\$0

Utilities

Project Title	Rancho Santa Fe Reservoir & Booster Electrical and Control Upgrades	Project #	U0102
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Priority: 18

Description:

This project will replace the existing electrical and control systems at the Rancho Santa Fe Reservoir & Booster Station site. Total estimated cost is \$650,000 with anticipated completion by June 30, 2026.

Justification:

The Rancho Santa Fe Reservoir and Booster station was originally constructed in the late 1990's and currently is the largest water supply source for the City. Many of the electrical and control systems at the site are nearing the end of their useful lives. The new equipment will meet current city standards and will ensure that the site can continue to operate safely and reliably.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Rancho Santa Fe Reservoir & Booster Electrical and Control Upgrades	Construction - Non Building	\$0	\$0	\$0	\$550,000	\$0
Rancho Santa Fe Reservoir & Booster Electrical and Control Upgrades	Design/Engineering	\$0	\$0	\$100,000	\$0	\$0
		\$0	\$0	\$100,000	\$550,000	\$0

Utilities**Project Title** Future Well**Project #** U0061**Priority:** 19**Description:**

The project allows for the construction of a new well site. Depending on the specific site selected, the project could include redrilling an existing irrigation well, new well design and drilling, zonal sampling, site acquisition, wellhead design, and construction. Total estimated cost is \$2.7 million and anticipated completion by June 30, 2028.

Justification:

It is necessary for the city to drill and equip new water production wells to meet future water demands and ensure system reliability. The 2018 Integrated Utility Master Plan identified a numbers of future well sites to meet these needs. Public Works staff will evaluate the options and make a site selection based on operational needs, system demands and project cost projections.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Future Well	Construction - Non Building	\$0	\$0	\$0	\$0	\$0
Future Well	Design/Engineering	\$0	\$0	\$0	\$0	\$700,000
Future Well	Public Art	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$700,000

Utilities

Project Title Abandoned Well Site Closures

Project # U0008

Priority: 20

Description:

This request will fund the abandonment of 9 well sites which are inactive and no longer in use over a two-year period. Estimated total project cost is \$200,000 (\$100,000 in FY2023) and is expected to be complete by June 30, 2023.

Justification:

There are nine inactive well sites at various locations throughout Avondale. This supplemental request will provide the funding to formally abandon the wells per ADWR standards and remove any above and below ground infrastructure from the property, such as piping and chain link fencing, etc. These sites are not high risk, but the complete abandonment will improve aesthetics in the neighborhoods in which they are located and eliminate the possible infiltration of contaminants into the groundwater below the wells.

The nine well locations are listed below, in order of priority.

1. Well #9
2. Well #1
3. Well #29
4. Well#30
5. Well #31
6. Cashion Well
7. Bohne well
8. Well #36
9. Well #16 (old)

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Abandoned Well Site Closures	Other Services	\$111,000	\$0	\$0	\$0	\$0
		\$111,000	\$0	\$0	\$0	\$0

Utilities

Project Title Gateway Nitrate Treatment Equipment Replacement **Project #** U0066**Priority:** 21**Description:**

The focus of this project is to provide for the replacement of the original nitrate treatment systems (1,300 gallons per minute). The project includes design and construction costs associated with a complete replacement. Total estimated project cost is \$3,395,000 and is expected to be complete by June 30, 2023.

Justification:

The Gateway Booster station was equipped with a nitrate treatment system capable of treating 1,300 gallons per minute (gpm) in 2004. In 2018, a new nitrate treatment system was constructed at the site to add an additional 1,700 gpm of capacity. The additional capacity allowed the city to fully utilize the wells supplying water to the site. The original 1,300 gpm nitrate treatment system has reached the end of its useful life.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Gateway Nitrate Treatment Equipment Replacement	Construction - Non Building	\$2,395,000	\$0	\$0	\$0	\$0
		\$2,395,000	\$0	\$0	\$0	\$0

Utilities**Project Title** McDowell Recharge Basin Improvements**Project #** U0078**Priority:** 22**Description:**

The FY2019 portion of the project installed a new meter in the Salt River Project (SRP)/Central Arizona Project (CAP) transfer line to the site. The FY20 improvements include the onsite distribution piping system to basin #4 and sediment removal from all basins. The FY2023 project will complete the distribution piping improvements to all other basins at the site. The total estimated project cost is \$750,000 and is expected to be complete by June 30, 2023.

Justification:

The McDowell Recharge Facility was constructed in 1999 to recharge the City's Salt River Project (SRP) and Central Arizona Project (CAP) water supplies. Modifications were made at a later date to allow treated reclaimed water from the City's Water Reclamation Facility (WRF) to be brought to the recharge site. In recent years the staff has had issues with obtaining accurate readings from the weir/metering structure that introduces SPR and CAP flows to the site. Additionally, staff continues to experience difficulty with distributing the incoming flows to the designated recharge basins.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
McDowell Recharge Basin Improvements	Construction - Non Building	\$755,000	\$0	\$0	\$0	\$0
		\$755,000	\$0	\$0	\$0	\$0

Utilities**Project Title** Well 22 and Transmission Line**Project #** U0156**Priority:** 23**Description:**

The project is for the design and construction of a new well, equipment and associated transmission lines located at or near the existing Well No. 22 site on Van Buren Street and Avondale Boulevard. The city will also evaluate and purchase additional land. Total estimated cost is \$4,300,000 with an anticipated completion by June 30, 2029.

Justification:

It is necessary for the city to drill and equip new water production wells to meet future water demands and ensure system reliability. Existing Well 22 is currently inactive. The 2018 Integrated Utility Master Plan identified a numbers of future well sites to meet these needs.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Well 22 and Transmission Line	Construction - Non Building	\$0	\$0	\$0	\$0	\$0
Well 22 and Transmission Line	Design/Engineering	\$0	\$0	\$0	\$0	\$430,000
Well 22 and Transmission Line	Land Acquisition	\$75,000	\$0	\$0	\$0	\$0
		\$75,000	\$0	\$0	\$0	\$430,000

Utilities

Project Title Northside Booster Well Site - Land Purchase & DCR **Project #** U0090**Priority:** 24**Description:**

The project is for the purchase of land for the Northside Booster Station well site and for a Design Concept Report (DCR) identifying the proposed layout of the well site and the transmission line alignment required to convey the water to the Northside Reservoir Booster site.

Justification:

The 2018 Integrated Utility Master Plan identified that the Northside Reservoir and Booster station is planned to accept water from one more production well at build-out. The identified project will allow for the purchase of the land required prior to development occurring in the area.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Northside Booster Well Site - Land Purchase & DCR	Land Acquisition	\$75,000	\$0	\$0	\$0	\$0
		\$75,000	\$0	\$0	\$0	\$0

Utilities**Project Title** Crystal Gardens Treatment Cells Assessment**Project #** U0035**Priority:** 25**Description:**

This project will fund an evaluation and assessment of the condition of the Crystal Gardens Wetlands. Depending on the recommendations from the assessment, future projects will be created to fund any required repairs or modifications.

Justification:

In the mid 1990's, the City constructed a 72 acre Wetland Project to treat the City's Salt River Project (SRP) and Central Arizona Project (CAP) water allocations to the aquifer water quality standards. The project is surrounded by the Crystal Gardens development and is an amenity open to the public. The treatment cells that make up the Wetlands were designed with PVC liners to contain the water before it is conveyed to the City's aquifer recharge facility where the water is stored underground.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Crystal Gardens Treatment Cells Assessment	Construction - Non Building	\$107,000	\$0	\$0	\$0	\$0
		\$107,000	\$0	\$0	\$0	\$0

Utilities

Project Title Tank Abandonment at Mountain View Park **Project #** U0124**Priority:** 26**Description:**

This request will fund the demolition and removal of a 40' diameter steel water tank that is no longer in service. Estimated cost is \$170,000 and is expected to be complete by June 30, 2023.

Justification:

The tank is no longer in operation and is continually degrading. The removal of the tank and associated appurtenances will provide for an additional ¼ Acre of open space that could be used to expand the Mountain View Park and greatly enhance the aesthetics of the park and surrounding area.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Tank Abandonment at Mountain View Park	Other Services	\$35,000	\$0	\$0	\$0	\$0
		\$35,000	\$0	\$0	\$0	\$0

Utilities**Project Title** Well and Booster Station Metering Upgrades**Project #** U0158**Priority:** 27**Description:**

This project is for the replacement of existing meters and necessary connections and improvements to well and booster station sites to allow the meter to tie directly to the City's Supervisory Control and Data Acquisition (SCADA) system. This effort will be carried out at each of the city's 18 well sites and 5 booster stations. Thirteen of the 23 total sites have been completed.

FY2022 and FY2023:

Meter replacements this fiscal year are planned for Wells #10, #11, #12, including the Coldwater and Garden Lakes Booster Stations. Meter replacements this fiscal year are planned for Wells #6, #7, #20, including the North Side and Gateway Booster Stations.

Justification:

The city currently operates 5 booster sites and 18 wells that supply potable water to the distribution system. Most of the sites currently use older style propeller type meters to measure flows. These older meters aren't as accurate as the newer available technology. Also, many of the existing meters are not connected or conducive to the city's SCADA system, which allows for remote real-time monitoring or totalizing for flow data.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Well and Booster Station Metering Upgrades	Construction - Non Building	\$556,000	\$0	\$0	\$0	\$0
		\$556,000	\$0	\$0	\$0	\$0

Utilities**Project Title** Well 7 Site Development**Project #** U0157**Priority:** 28**Description:**

This project includes the acquisition of property to expand the existing Well #7 site. In addition to property acquisitions, the project includes design and construction of a perimeter security wall, emergency generator, electrical equipment upgrades, piping modifications and the undergrounding of the existing overhead electrical power service to the site. Total project cost is estimated at \$1,575,000 and anticipated completion is by June 30, 2023.

Justification:

The well is the largest capacity well that supplies water to the Northside Booster station. This project will bring the site up to city standards and allow it to be coordinated with the development of the surrounding property.

Project Title	GLAccount	FY2023	FY2024	FY2025	FY2026	FY2027
Well 7 Site Development	Construction - Non Building	\$1,575,000	\$0	\$0	\$0	\$0
		\$1,575,000	\$0	\$0	\$0	\$0