



City of Avondale

City Council Meeting

Monday, August 31, 2026

Mayor and Council

Mike Pineda, Mayor

Curtis Nielson, Vice Mayor

Tina Conde, Councilmember | Jeannette Garcia, Councilmember

Gloria Solorio, Councilmember | Shari Weise, Councilmember

Max White, Councilmember

Administration

Ron Corbin, City Manager

Jennifer Stein, Asst. City Manager | Andy Mesquita, Asst. City Manager

Renee Weatherless, Asst. City Manager | Nicholle Harris, City Attorney

Marcella Sarmiento, City Clerk

City Council Chamber

11465 West Civic Center Drive

Avondale, AZ 85323

Watch a City Council Meeting On YouTube Live

All Regular City Council meetings will be livestreamed on the City of Avondale YouTube channel. The livestream will begin approximately 30 minutes prior to the meeting start time.

<https://www.youtube.com/@cityofavondaleaz>

Please note, the livestream will not be monitored by staff; therefore, anyone wishing to address the City Council shall appear in person to speak.



City Council Meeting Notice & Agenda Monday, August 31, 2026

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

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under "Unscheduled Public Appearance" should submit an Online Request to Speak form (www.AvondaleAZ.gov/RequestToSpeak) at least one hour prior to the start of the meeting. Paper Request to Speak cards are also available at the meeting and should be submitted to staff prior to the start of the meeting.

REGULAR MEETING

5:30 PM

Physical Access to the Council Chambers will be available 30 minutes prior to the meeting.

CALL TO ORDER BY MAYOR PLEDGE OF ALLEGIANCE & MOMENT OF REFLECTION

1. ROLL CALL BY THE CITY CLERK

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

3. CONSENT AGENDA

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

a. FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF AVONDALE AND AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 3924

City Council will consider a request to amend the Memorandum of Understanding (MOU) between the City of Avondale and Avondale Professional Firefighters Association (APFFA) Local 3924 to modify Sections 4.8 and 8.10 to align with the policy modifications to City of Avondale Chapter Policy 6 and modifications to the City's payroll system configurations and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

b. RESOLUTION 1062-0826 — AMENDMENTS TO AVONDALE PERSONNEL POLICIES AND PROCEDURES, CHAPTER 5 CLASSIFICATION AND COMPENSATION

City Council will consider a request to adopt Resolution 1062-0826, amending the Personnel Policies and Procedures Chapter Policy 5, Classification and Compensation to align Chapter Policy with Administrative Policy 95, Compensation, which allows employees serving a promotional probation to receive any approved merit increase on the same schedule as non-probationary employees, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. RESOLUTION 1063-0826 — AMENDMENTS TO AVONDALE PERSONNEL POLICIES AND PROCEDURES, CHAPTER 6, EMPLOYEE BENEFITS

City Council will consider a request to adopt Resolution 1063-0826, amending the Personnel Policies and Procedures Chapter Policy 6, Employee Benefits to increase the military leave benefit for regular employees who are or may be members of the National Guard or Military Reserve (U.S. Armed Forces), and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. AGREEMENT FOR MAINTENANCE AND OPERATIONS OF FAMILY BRIDGE HOUSING

City Council will consider a request to approve an agreement with A New Leaf relating to the operation and maintenance of the Avondale Family Bridge Homes and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. ORDINANCE 2032-0826 — LICENSE AGREEMENT WITH TOWER LEASE AGREEMENT – ATC SITE 420051 (COLDWATER SPRINGS)

City Council will consider a request to adopt Ordinance 2032-0826, approving the First Amendment to Tower Lease Agreement with Cellco Partnership d/b/a Verizon Wireless, acting through ATC Sequoia LLC as attorney-in-fact, for ATC Site No. 420051 (Coldwater Springs), to extend the lease term, revise rent and escalation provisions, and update other lease terms, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. ORDINANCE 2033-0826, 2034-0826, 2035-0826 AND 2036-0826 — GRANTING OF UTILITY EASEMENTS TO ARIZONA PUBLIC SERVICE RELATED TO FIRE STATION 171

City Council will consider a request to adopt Ordinances 2033-0826, 2034-0826, 2035-0826, and 2036-0826, authorizing granting four (4) utility easements to Arizona Public Service as they relate to Fire Station 171 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

4. REGULAR AGENDA

a. ORDINANCE 2037-0826 - AMENDING THE CITY OF AVONDALE CITY CODE, CHAPTER 23 (TRAFFIC), ARTICLE I (IN GENERAL), SECTION 23-69 (GO-PEDS (MOTORIZED SKATEBOARDS)), SECTION 23-74 (PENALTIES), ARTICLE IV (BICYCLES) (DIVISION 1 – GENERALLY) SECTION 23-76 (DEFINITIONS), AND ADDING A NEW DIVISION 3 (ELECTRIC DRIVEN DEVICES) TO ARTICLE IV (BICYCLES) — ELECTRIC DRIVEN DEVICES

City Council will consider a request to adopt Ordinance 2037-0826 - amending the City of Avondale City Code, Chapter 23 (Traffic), Article I (In General), Section 23-69 (Go-Peds (Motorized Skateboards)), Section 23-74 (Penalties), Article IV (Bicycles) (Division 1 – Generally) Section 23-76 (Definitions), and adding a new Division 3 (Electric Driven Devices) to Article IV (Bicycles), and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

b. WATER SYSTEM FLUORIDATION DISCUSSION

City Council will receive a presentation on adding fluoride to a Public Water System (PWS), also known as fluoridation. This item is for discussion only.

5. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCILMEMBERS
(5 minutes)

6. ADJOURNMENT

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica o por vídeo. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o intérprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1000 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.

ITEM NUMBER: 3.a.

SUBJECT: First Amendment to Memorandum of Understanding Between the City of Avondale and Avondale Professional Firefighters Association Local 3924

MEETING DATE: 8/31/2026

TO: Mayor and Council

FROM: Ted Flores, Human Resources Director

THROUGH: Andrew Mesquita, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Innovative and Effective Government**

Avondale's elected leaders, employees, and strategic partners collaborate to serve as a model of innovation, efficiency, and responsive government.

PURPOSE:

City Council will consider a request to amend the Memorandum of Understanding (MOU) between the City of Avondale and Avondale Professional Firefighters Association (APFFA) Local 3924 to modify Sections 4.8 and 8.10 to align with the policy modifications to City of Avondale Chapter Policy 6 and modifications to the City's payroll system configurations and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Revisions to the current Memorandum of Understanding (MOU) between the City of Avondale and Avondale Professional Firefighters Association (APFFA) are necessary to ensure consistency between the MOU and the City of Avondale Chapter Policies and Procedures.

DISCUSSION:

An amendment to the MOU between the City of Avondale and APFFA is necessary to ensure consistency between city policy, the MOU language, and current practices. The proposed amendment to Section 4.8 ensures the MOU language aligns with how the rounding calculation is configured within the human resources information system as it pertains to vacation accruals for unit members assigned to a 40-hour position. The proposed amendment to Section 8.10 ensures consistency between Chapter Policy 6 (Employee Benefits) and the MOU as it pertains to paid military leave.

BUDGET IMPACT:

The associated costs with this amendment have already been factored into the Fiscal Year 2027 final budget.

RECOMMENDATION:

Staff recommends Council adopt the proposed amendment to the Memorandum of Understanding between the City of Avondale and Avondale Professional Firefighters Association Local 3924.

Contact person for document distribution: Ted Flores

**FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF AVONDALE
AND
AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL 3924
(July 2026 through June 2028)**

THIS FIRST AMENDMENT TO THE JULY 2026 TO JUNE 2028 MEMORANDUM OF UNDERSTANDING (this “First Amendment”) is entered into as of August 31, 2026, between the City of Avondale, an Arizona municipal corporation (the “City”), and the Avondale Professional Firefighters Association, International Association of Fire Fighters, Local 3924 (the “Association” or “Employee Organization”).

RECITALS

A. The City and the Employee Organization entered into the July 2026 to June 2028 Memorandum of Understanding (“MOU”), setting out the parties’ agreement concerning wages, hours, and benefits of certain employees in the positions of Firefighter, Fire Engineer, and Fire Captain (the “Represented Employees”). All capitalized terms not otherwise defined in this First Amendment have the same meaning as contained in the MOU.

B. The City and the Employee Organization desire to enter into this First Amendment to the MOU.

C. Since the approval of the MOU, modifications to City of Avondale Chapter Policy 6, Employee Benefits (Military Leave) have been approved and are effective as of October 1, 2026. These modifications effect MOU Article 8 (Benefits) Section 8.10 (Other Leave).

D. Additionally, since the approval of the MOU, the City has identified payroll system configuration rounding discrepancies related to vacation leave accruals for Represented Employees serving in a 40-hour position. The modification to the payroll system configurations effect MOU Article 4 (Employee Compensation and Hours of Work) Section 4.8 (56 Hour Positions Pay & Leave Accrual)

E. Based on the policy modifications and the identified system configurations the City and the Employee Organization desire to enter into this First Amendment to the MOU to modify Sections 4.8 and 8.10 of the MOU to align with the policy modifications made to City of Avondale Chapter Policy 6 and modifications to the City’s payroll system configurations.

AGREEMENT

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

1. MOU Article 4 (Employee Compensation and Hours of Work), Section 4.8 (56 Hour Positions Pay & Leave Accrual) subsection B currently reads as follows:

...

B. A Unit Member assigned to a 40-hour position, regardless of duration, will have their accrual rates adjusted as follows until such time that they resume a 56-hour schedule.

Vacation Leave

The calculation to determine the 40-Hour vacation leave accrual rate is the 56-Hour vacation leave accrual rate divided by 1.4.

Years	Hours Per Pay Period
0-9.99	8.77 Hours
10 – 14.99	9.69 Hours
15+	10.31 Hours

...

2. MOU Article 4 (Employee Compensation and Hours of Work), Section 4.8 (56 to 40-Hour Positions Pay & Leave Accrual), subsection B Vacation Leave Table is deleted in its entirety and replaced with the updated table set forth below:

Years	Hours Per Pay Period
0-9.99	8.77 Hours
10-14.99	9.68 Hours
15+	10.32 Hours

3. The MOU Article 8 (Benefits), Section 8.10 (Other Leave), subsection B currently reads as follows:

...

B. Military Leave

Unit Members that are or may become members of the National Guard or the Military Reserves shall receive all the benefits provided for by USERRA and all other applicable federal and state laws. The Unit Member shall provide the orders or authorization from the U.S. Armed Forces, National Guard or Military Reserves to the Human Resources Department prior to departure for military leave. As to compensation, the Unit Member will receive paid military leave in the amounts allocated in ARIZ. REV. STAT. § 38-610. This includes any future legislative changes to ARIZ. REV. STAT. §38-610 implemented prior to June 30, 2026, which may impact the allocated military leave amounts.

4. The MOU Article 8 (Benefits), Section 8.10 (Other Leave), subsection B is deleted in its entirety and modified to read as follows:

...

B. Military Leave

Upon written request to the Unit Member's Department Director and submittal of required documentation, all regular Unit Members who are or may be members of the National Guard or the Military Reserves (U.S. Armed Forces) will be entitled to Military Leave with pay equal to the number of regular scheduled hours as set forth below.

Employees will receive paid Military Leave for the first 30 days of qualifying leave in any two consecutive federal fiscal years. For calculation purposes, the federal fiscal year will begin October 1 through September 30.

Military Leave hours will be provided in an amount sufficient to provide 30 days of qualifying leave based upon the employee's typical work schedule/shift as follows:

- 240 hours for employees assigned to an 8-hour schedule/shift.
- 300 hours for employees assigned to a 10-hour schedule/shift.
- 720 hours for employees assigned to a 24-hour schedule/shift (e.g. 56-hour Firefighters).

If possible, employees are encouraged to consult with the Human Resources Department prior to requesting military leave for information on current guidelines, entitlements, documentation and notification requirements.

...

5. Effect of Amendment. In all other respects, the MOU is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the MOU shall remain in full force and effect.
6. Effective Date of Amendment. This Amendment is effective as of October 1, 2026.
7. Non-Default. By executing this First Amendment, the Employee Organization affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the MOU and (ii) any and all claims, known and unknown, relating to the MOU and existing on or before the date of this First Amendment are forever waived.
8. Conflict of Interest. This First Amendment and the MOU may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date and year first set forth above.

CITY OF AVONDALE,
an Arizona municipal corporation

AVONDALE PROFESSIONAL
FIREFIGHTERS ASSOCIATION,
IAFF LOCAL 3924

Ron Corbin, City Manager

Calen Smith, President

ATTEST:

Marcella Sarmiento, City Clerk

ITEM NUMBER: 3.b.

SUBJECT: Resolution 1062-0826 — Amendments to Avondale Personnel Policies and Procedures, Chapter 5 Classification and Compensation

MEETING DATE: 8/31/2026

TO: Mayor and Council

FROM: Ted Flores, Human Resources Director

THROUGH: Andrew Mesquita, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Innovative and Effective Government**

Avondale's elected leaders, employees, and strategic partners collaborate to serve as a model of innovation, efficiency, and responsive government.

PURPOSE:

City Council will consider a request to adopt Resolution 1062-0826, amending the Personnel Policies and Procedures Chapter Policy 5, Classification and Compensation to align Chapter Policy with Administrative Policy 95, Compensation, which allows employees serving a promotional probation to receive any approved merit increase on the same schedule as non-probationary employees, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Currently, Chapter Policy states an eligible employee must be off all probation types, including promotional probation, to receive their merit increase at the beginning of the fiscal year.

DISCUSSION:

Currently, Chapter Policy states an eligible employee must be off all probation types, including promotional probation, to receive their merit increase at the beginning of the fiscal year. This update aligns Chapter Policy with Administrative Policy 95, Compensation, which allows eligible promotional probation employees to receive merit increases on the same schedule as non-probationary employees.

In most cases, employees who are on promotional probation have completed their one-year original probation period prior to being promoted. The change allows these employees to receive merit increases in alignment with non-probationary employees.

BUDGET IMPACT:

There are no direct costs associated with the amendments to the City of Avondale Policies and Procedures.

RECOMMENDATION:

Staff recommends Council adopt the proposed revisions to Avondale Chapter Policy 5, Classification and Compensation.

Contact person for document distribution: Ted Flores, Human Resources Director

CHAPTER 5

Classification and Compensation

A. Purpose of the Classification Plan

The City of Avondale's (City) job classification system provides a structured, consistent method and quantitative techniques for arriving at objective compensation and classification decisions. Some of the criteria used for determining job classifications include job duties, education and training, decision-making authority, supervisory responsibility, contacts with others as required by the job, working conditions, and other qualifications.

1. Classification Plan

A job classification plan based on assigned work duties and responsibilities will be developed and maintained by the Human Resources Department for all positions in the City service.

The job classification plan will include:

- a. A list of approved job classes arranged by occupational group.
- b. Each job class will include an overview of class specifications such as a list of positions, essential tasks, and minimum qualifications.

2. Administration of Classification Plan

- a. The City Manager, or designee, will approve all job classification plans prior to their implementation. This includes creating, updating, or eliminating any job classes within the plan.
- b. At the request of the City Manager or designee, the Human Resources Director will conduct job classification studies to create, update, or eliminate job classes and/or positions.
- c. The Human Resources Director may also conduct job classification studies whenever the organization or a position has undergone a significant change to duties and responsibilities.

B. Purpose of the Compensation Plan

1. Philosophy

The philosophy of the City of Avondale is to provide an equitable compensation program for all employees. The basic concept of the pay system is that job responsibility and job performance as well as market influence will be the key determinants of an employee's salary. The City is dedicated to providing an atmosphere that demonstrates a commitment to service excellence and customer satisfaction.

2. Purpose

The purpose of the City's pay system is to attract and retain employees through the payment of financial compensation that is commensurate with the individual's ability, responsibility, and contribution toward the City's goals. This program is designed to recognize and reward performance and achieve internally equitable and externally competitive market compensation.

3. Objectives

a. The objectives of the City's compensation program are:

- To clearly define the essential functions of each position through written job descriptions;
- To provide compensation that is competitive with jobs outside the City;
- To provide recognition for effective performance;
- To comply with federal, state and local regulations;
- To establish a system that is fiscally sound and cost effective;
- To provide a program that is understood by employees;
- To provide a pay system that can easily be administered and maintained; and
- To establish a competitive pay grade (salary range) for each job that is based on a systemic blending of the job's internal worth to the City and the job's external value in the market.

4. Compensation Policy

The compensation policy for the City will be established as an Administrative Policy based on the following concepts.

- a. The City will provide total compensation opportunities of direct pay, specialty pays, indirect pay (e.g., benefits), career opportunities, etc., that are a blend of the total compensation opportunities offered by its competitors and the objectives of the City's compensation program.
- b. Each job class in the City will be assigned to a pay grade (salary range) defined by minimum, mid, and maximum dollar limits. The pay grades define the pay opportunities for the job. Pay for each employee shall be within the assigned pay grade.
- c. Each job class in the City will have a written job description. Job descriptions should be reviewed annually or as scheduled by the Human Resources Department. Employees will be provided with a copy of their respective job descriptions.

5. Maintenance of Compensation Plans

- a. Compensation plans may be reviewed by the Human Resources Department at least every two (2) years or as directed by the City Manager. The Human Resources Department will utilize current salary data obtained from relevant competitive employment markets and other pertinent factors as a basis for maintaining the compensation plans.
- b. Periodic salary surveys will be used as a means to monitor the movement of salaries within the market. Adjustments will be made to the compensation plans subject to the City's overall financial state as determined by the City Council and City Manager.

6. Cost of Living Adjustment

Each budget year the City Council determines the amount, if any, of an across-the-board salary increase for employees. This increase is subject to the overall financial state of the City, as determined by the City Council and City Manager. If provided, the increase will be applied at the beginning of the fiscal year or at an alternate time period as specified by the City Council and City Manager.

7. Merit Pay

Each budget year the City Council determines the amount, if any, of a merit pay increase for employees. Regular status employees chosen to receive a merit increase will receive the merit increase at the beginning of the fiscal year, or as specified by the City Council and City Manager. Employees who are on their original ~~/promotional~~ probation will receive their merit increase upon successful completion of their probationary period. Otherwise eligible employees, who are on promotional probation and meeting expectation, are eligible for and will receive their merit increase on the same schedule as other eligible employees.

Merit pay increases will be subject to the overall financial state of the City, as determined by the City Council and City Manager.

C. Authority of the City Manager

In addition to the authority already delegated to the City Manager in this Chapter, the City Manager may authorize additional compensation options and/or strategies including, but not limited to, incentives, premium pay, specialty pay, etc., based on operational needs and market conditions. Any additional compensation options and/or strategies authorized by the City Manager must be funded through the current budget allocation approved by the City Council.

RESOLUTION NO. 1062-0826

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, AMENDING CHAPTER 5 OF THE PERSONNEL POLICIES AND
PROCEDURES RELATING TO CLASSIFICATION AND COMPENSATION.

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

SECTION 1. Chapter 5 – Classification and Compensation of the City of Avondale Personnel Policies and Procedures (“Chapter 5”) is hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of Chapter 5 adopted herein 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 Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
August 31, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1062-0826
[Chapter 5]
See following pages.

CHAPTER 5

Classification and Compensation

A. Purpose of the Classification Plan

The City of Avondale's (City) job classification system provides a structured, consistent method and quantitative techniques for arriving at objective compensation and classification decisions. Some of the criteria used for determining job classifications include job duties, education and training, decision-making authority, supervisory responsibility, contacts with others as required by the job, working conditions, and other qualifications.

1. Classification Plan

A job classification plan based on assigned work duties and responsibilities will be developed and maintained by the Human Resources Department for all positions in the City service.

The job classification plan will include:

- a. A list of approved job classes arranged by occupational group.
- b. Each job class will include an overview of class specifications such as a list of positions, essential tasks, and minimum qualifications.

2. Administration of Classification Plan

- a. The City Manager, or designee, will approve all job classification plans prior to their implementation. This includes creating, updating, or eliminating any job classes within the plan.
- b. At the request of the City Manager or designee, the Human Resources Director will conduct job classification studies to create, update, or eliminate job classes and/or positions.
- c. The Human Resources Director may also conduct job classification studies whenever the organization or a position has undergone a significant change to duties and responsibilities.

B. Purpose of the Compensation Plan

1. Philosophy

The philosophy of the City of Avondale is to provide an equitable compensation program for all employees. The basic concept of the pay system is that job responsibility and job performance as well as market influence will be the key determinants of an employee's salary. The City is dedicated to providing an atmosphere that demonstrates a commitment to service excellence and customer satisfaction.

2. Purpose

The purpose of the City's pay system is to attract and retain employees through the payment of financial compensation that is commensurate with the individual's ability, responsibility, and contribution toward the City's goals. This program is designed to recognize and reward performance and achieve internally equitable and externally competitive market compensation.

3. Objectives

a. The objectives of the City's compensation program are:

- To clearly define the essential functions of each position through written job descriptions;
- To provide compensation that is competitive with jobs outside the City;
- To provide recognition for effective performance;
- To comply with federal, state and local regulations;
- To establish a system that is fiscally sound and cost effective;
- To provide a program that is understood by employees;
- To provide a pay system that can easily be administered and maintained; and
- To establish a competitive pay grade (salary range) for each job that is based on a systemic blending of the job's internal worth to the City and the job's external value in the market.

4. Compensation Policy

The compensation policy for the City will be established as an Administrative Policy based on the following concepts.

- a. The City will provide total compensation opportunities of direct pay, specialty pays, indirect pay (e.g., benefits), career opportunities, etc., that are a blend of the total compensation opportunities offered by its competitors and the objectives of the City's compensation program.
- b. Each job class in the City will be assigned to a pay grade (salary range) defined by minimum, mid, and maximum dollar limits. The pay grades define the pay opportunities for the job. Pay for each employee shall be within the assigned pay grade.
- c. Each job class in the City will have a written job description. Job descriptions should be reviewed annually or as scheduled by the Human Resources Department. Employees will be provided with a copy of their respective job descriptions.

5. Maintenance of Compensation Plans

- a. Compensation plans may be reviewed by the Human Resources Department at least every two (2) years or as directed by the City Manager. The Human Resources Department will utilize current salary data obtained from relevant competitive employment markets and other pertinent factors as a basis for maintaining the compensation plans.
- b. Periodic salary surveys will be used as a means to monitor the movement of salaries within the market. Adjustments will be made to the compensation plans subject to the City's overall financial state as determined by the City Council and City Manager.

6. Cost of Living Adjustment

Each budget year the City Council determines the amount, if any, of an across-the-board salary increase for employees. This increase is subject to the overall financial state of the City, as determined by the City Council and City Manager. If provided, the increase will be applied at the beginning of the fiscal year or at an alternate time period as specified by the City Council and City Manager.

7. Merit Pay

Each budget year the City Council determines the amount, if any, of a merit pay increase for employees. Regular status employees chosen to receive a merit increase will receive the merit increase at the beginning of the fiscal year, or as specified by the City Council and City Manager. Employees who are on their original probation will receive their merit increase upon successful completion of their probationary period. Otherwise, eligible employees, who are on promotional probation and meeting expectation, are eligible for and will receive their merit increase on the same schedule as other eligible employees.

Merit pay increases will be subject to the overall financial state of the City, as determined by the City Council and City Manager.

C. Authority of the City Manager

In addition to the authority already delegated to the City Manager in this Chapter, the City Manager may authorize additional compensation options and/or strategies including, but not limited to, incentives, premium pay, specialty pay, etc., based on operational needs and market conditions. Any additional compensation options and/or strategies authorized by the City Manager must be funded through the current budget allocation approved by the City Council.

ITEM NUMBER: 3.c.

SUBJECT: Resolution 1063-0826 — Amendments to Avondale Personnel Policies and Procedures, Chapter 6, Employee Benefits

MEETING DATE: 8/31/2026

TO: Mayor and Council

FROM: Ted Flores, Human Resources Director

THROUGH: Andrew Mesquita, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Innovative and Effective Government**

Avondale's elected leaders, employees, and strategic partners collaborate to serve as a model of innovation, efficiency, and responsive government.

PURPOSE:

City Council will consider a request to adopt Resolution 1063-0826, amending the Personnel Policies and Procedures Chapter Policy 6, Employee Benefits to increase the military leave benefit for regular employees who are or may be members of the National Guard or Military Reserve (U.S. Armed Forces), and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Currently, Chapter Policy aligns military leave of absence with pay equal to the average number of regularly scheduled work hours allocated to eligible employees as set in Ariz. Rev. Stat. § 38-610.

DISCUSSION:

Currently, Chapter Policy aligns military leave of absence with pay equal to the average number of regularly scheduled work hours allocated to eligible employees as set in Ariz. Rev. Stat. § 38-610.

This amendment allows for eligible employees to receive paid military leave for the first 30 days of qualifying leave in any two consecutive federal fiscal years (October 1 through September 30) based upon the employee's typical work schedule/shift as follows: 8-hour shift (240 hours), 10-hour shift (300 hours), and 24-hour shift (720 hours). Employees with a varied shift/schedule will receive the applicable number of military leave hours sufficient to provide the equivalent of 30 days' paid leave based on their assigned work schedule.

An additional revision has been added to encourage employees to consult with Human Resources prior to requesting military leave for information, guidelines, entitlements, etc., when possible.

BUDGET IMPACT:

There are no direct costs associated with the amendments to the City of Avondale Policies and Procedures.

RECOMMENDATION:

Staff recommends Council adopt the proposed revisions to Avondale Chapter Policy 6, Employee Benefits.

Contact person for document distribution: Ted Flores, Human Resources Director

CHAPTER 6

Employee Benefits

A. Definitions

Throughout this policy, definitions set out in [ARIZ. REV. STAT. §23-371](#) are incorporated by reference. In addition, the following definitions apply:

1. City – the City of Avondale.
2. Department Director – the Director of the City department to whom the employee is assigned or the Department Director’s designee.
3. Employee – an employee of the City.
4. Exempt employee – an employee who is deemed to be exempt from the overtime and maximum hour requirements of the [Fair Labor Standards Act, 29 U.S.C. § 213](#), and regulations of the United States Department of Labor.
5. Family Medical Leave (FMLA) – leave allowed pursuant to the [Family Medical Leave Act of 1993](#) and relevant statutes and regulations.
6. Regular, full-time employee – an employee who works thirty (30) hours or more per week and is not currently serving a probationary period.
7. Regular, non-Exempt employee – an employee who is not an exempt employee.
8. Regular, part-time employee – an employee who works less than thirty (30) hours per week and is not currently serving a probationary period.
9. Sick Leave – an approved period of absence granted to an employee according to this policy. “Sick leave” has the same meaning as “earned paid sick time” as that term is used in [ARIZ. REV. STAT. §23-371](#).
10. Temporary employee – an employee typically hired to work for a duration of less than one year or on an as-needed basis. Temporary employees do not serve an original probationary period and may be eligible for health benefits based on the average number of hours worked.
11. Fiscal year – the 365-day period (or 366 days in the case of a leap year) that commences on July 1 and ends on the next June 30.

12. Fair Labor Standards Act (FLSA) Work Period – the time period for which overtime is calculated. The standard work period of 40 hours (Monday through Sunday) applies to all employees except for 56-hour firefighters. 56-hour firefighters have a two-week work period that coincides with the pay period.

B. Sick Leave

1. Sick Leave Accruals

Employee Type	Accrual Rate	Max Accrual
Full-time Regular and Probationary	3.70 hours per pay period	No limit
Part-time Regular and Probationary	1 hr per 30 hours worked	No limit
Temporary	1 hr per 30 hours worked	40 hours

- Full-time regular and probationary employees will accrue sick leave at the rate of 3.70 hours per biweekly pay period. These hours are accumulated without limit.
- Part-time regular and probationary employees hired after March 4, 2024, will accrue sick leave at a rate of one (1) hour for every 30 hours worked. These hours are accumulated without limit.
- Temporary employees-hired after March 4, 2024, will accrue sick leave at a rate of one (1) hour for every 30 hours worked up to a maximum of 40 hours.
- Upon hiring any employee, a Department Director may request that an employee be hired with sick leave already established up to a maximum of 80 hours for employees below the rank of Department Directors and 120 hours for Department Directors and above. The Human Resources Director, with the concurrence of the City Manager, must approve this request prior to any official written offer of employment.

2. Acceptable Use

- Newly hired part-time and temporary employees are eligible to use sick leave from their bank on the 90th calendar day after commencing employment.
- Employees may use accrued paid sick leave time for any of the following reasons:
 - 1) An employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care.

- 2) Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care. For purposes of sick leave usage under this section C, the term “family member” is as defined in [ARIZ. REV. STAT. §23-371](#), which is the following:
- a) Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands *in loco parentis*, or an individual to whom the employee stood *in loco parentis* when the individual was a minor;
 - b) A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child;
 - c) A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
 - d) A grandparent, grandchild, or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or
 - e) Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- 3) Reasons related to childcare, domestic violence, sexual violence, abuse or stalking, and legal services as described in ARIZ. REV. STAT. [§23-371](#) and [23-373](#).
- 4) Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of his or her exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

- 5) In the case of adoption of a minor child, an employee who is a potential or actual adoptive parent may request sick leave to include appointments with adoption agencies, social workers, attorneys, court proceedings, required travel, and any other activities necessary and related to adoption of a minor child.
 - c. An employee will not be subject to retaliation or discrimination for using sick leave in accordance with this policy.
 - d. An employee will not be required to search for or find a replacement worker to cover the hours during which the employee is using sick leave.
 - e. Employees are subject to discipline for misuse or abuse of sick leave or for violation of City policy.
 - f. Sick leave may be taken when approved by the employee's Department Director, or designee, according to the notification and documentation procedures of City policy.
 - g. An absence of three or more consecutive workdays shall be reported to the Human Resources Department by the Department Director, or designee, to determine if FMLA leave is warranted.
 - h. Sick leave hours taken will not count toward hours worked for purposes of computing overtime.
 - i. Sick leave must be used in increments of at least fifteen (15) minutes per occurrence for non-exempt employees. This requirement also applies to exempt employees who have not worked at least half of their scheduled shift.
 - j. When an employee is promoted, demoted, or transferred, the employee shall retain all accrued sick leave.
3. Notification
- a. Absent extenuating circumstances, an employee shall notify their Department Director, or designee, as soon as they know they will be unable to work, but no later than 30 minutes prior to the start of their shift. The employee shall make a good faith effort to provide notice to the department to which the employee is assigned in advance and make a reasonable effort to schedule the time off in a manner that does not unduly disrupt the operations of the department.
 - b. An oral or written request by the employee is acceptable. The following methods may be used:
 - 1) Telephone Call
 - 2) Email
 - 3) Text message
 - 4) City timekeeping or scheduling system (if scheduling sick leave in advance)

- c. Employees are responsible for confirming delivery of any notification. Supervisors shall confirm receipt of notification.
 - d. When known, the employee shall include the expected duration of the absence in the request.
 - e. An employee must notify their supervisor on each day of absence unless a notification includes a specific number of days required for the leave or other arrangements have been made for FMLA. All FMLA must be approved through Human Resources.
 - f. While on short term disability employees are required to report periodically to the Human Resources Department, at least every thirty (30) days, regarding the status of their medical condition and their intent to return to work. Employees will be required to provide medical documentation substantiating their need for continued leave to the Human Resources Department.
 - g. If an employee fails to return to work following any authorized leave and fails to notify Human Resources of the need for an extension, the following actions will be taken.
 - 1) Human Resources shall send written notice to the employee's last known address requiring the employee to return to duty within forty-eight (48) hours.
 - 2) Failure to return to work within forty-eight (48) hours of receipt of the notification will be cause for immediate termination and the employee automatically waives all appeal rights under this policy.
4. Documentation
- a. Employees are responsible for recording all use of paid sick time in the City's timekeeping or scheduling system. Supervisors are responsible for reviewing and approving the accuracy of each entry.
 - b. For earned paid sick time of three or more consecutive workdays, a Department Director, or designee, may require reasonable documentation that the earned paid sick time was used in accordance with section [B.2. Acceptable Use](#) of this policy. Documentation signed by a health care professional indicating that earned paid sick time is necessary shall be considered reasonable documentation for purposes of this section.
 - c. In cases of domestic violence, sexual violence, abuse or stalking, one of the following types of documentation selected by the employee shall be considered reasonable documentation:
 - 1) A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual violence, abuse or stalking;

- 2) A protective order; injunction against harassment; a general court order; or other evidence from a court or prosecuting attorney that the employee or employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual violence, abuse, or stalking;
 - 3) A signed statement from a domestic violence or sexual violence program or victim services organization affirming that the employee or employee's family member is receiving services related to domestic violence, sexual violence, abuse, or stalking;
 - 4) A signed statement from a witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization;
 - 5) A signed statement from an attorney, member of the clergy, or a medical or other professional affirming that the employee or employee's family member is a victim of domestic violence, sexual violence, abuse or stalking; or
 - 6) An employee's written statement affirming that the employee or the employee's family member is a victim of domestic violence, sexual violence, abuse, or stalking, and that the leave was taken for one of the purposes of the Victim's Leave section in this policy. The employee's written statement, by itself, is reasonable documentation for absences under this paragraph. The written statement does not need to be in an affidavit format or notarized but shall be legible if handwritten and shall reasonably make clear the employee's identity, and if applicable, the employee's relationship to the family member.
5. Compensation for Unused Sick Leave upon Resignation or Retirement
- a. Compensation upon resignation will be 33.3% of accrued sick leave at the employee's current hourly rate.
 - b. Compensation upon retirement will be as follows:
 - 1) Employees with 10 years of continuous service with the City will receive 100% of accrued sick leave up to 250 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.
 - 2) Employees with 15 years of continuous service with the City will receive 100% of accrued sick leave up to 375 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.
 - 3) Employees with 20 years of continuous service with the City will receive 100% of accrued sick leave up to 500 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater. Police Officers and Sergeants with twenty (20) or more years of continuous service may be eligible to receive a greater sick leave payout. See Administrative Policy Sick Leave Compensation Program for Police Officers and Sergeants for details.

- c. Temporary employees hired after March 4, 2024, are not eligible for compensation of unused sick leave upon resignation. Any unused balance will be forfeited upon resignation per [Ariz. Rev. Stat §23-372](#).
 - d. Employees who resign (including retirement) from their employment with the City but return to employment with the City within a nine (9) month period shall have any unused or unreimbursed sick leave reinstated upon rehire and are immediately eligible to use sick leave for qualifying reasons.
 - e. Employees who are involuntarily terminated from their employment are not eligible for compensation of accrued sick leave.
 - f. An employee may not use sick leave after their last day worked.
 - g. Employees who voluntarily resign prior to completing original probation will not be compensated upon separation for front-loaded sick leave provided at the time of hire, if applicable.
6. Sick Leave Sell Back Program
- Police Officers and Sergeants with twenty (20) or more years of continuous service may be eligible to sell back a portion of accrued sick leave. See Administrative Policy Sick Leave Sell Back Program for Police Officers and Sergeants for details.

C. Family and Medical Leave Act (FMLA)

1. General Provisions

It is the policy of the City to grant up to 12 weeks of FMLA leave to eligible employees per year as measured forward from the first date an employee initiates their FMLA leave (e.g. starts November 6 and ends November 5 of the following year.) The City may grant up to 26 weeks per year, as measured forward from the date FMLA was initiated, for employees taking FMLA Injured Servicemember leave. FMLA may be paid, unpaid or a combination of paid and unpaid leave depending on the circumstances of the leave and as specified in this policy. Based on available information, the City has the right to designate leave, paid or unpaid, as FMLA leave, even if the employee does not request leave as FMLA. Sick leave may be granted under Servicemember Leave of the FMLA and only during this time can sick leave be used.

2. Eligibility

To qualify to take FMLA leave under this policy, the employee must meet all of the following conditions:

- a. The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week.

- b. The employee must have worked at least 1250 hours during the 12-month period immediately before the date when the FMLA leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave will not be counted in determining the 1250 hours eligibility test for an employee under FMLA.

3. Types of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- a. The birth of a child and in order to care for that child;
- b. The placement of a child for adoption or foster care and to care for the newly placed child;
- c. To care for a qualifying family member (e.g., spouse, child, or parent) with serious health condition; or
- d. The serious health condition (described below) of the employee.
 - 1) An employee may take FMLA leave due to a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition can include inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition which requires continuing care by a licensed health care provider. However, a serious illness may also include other ailments short of hospitalization.
 - 2) This FMLA leave policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.
- e. Qualifying Exigency Leave (necessity) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- f. Servicemember Family Leave - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of FMLA leave per year as measured forward from the date FMLA was initiated to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 work weeks of leave. If both spouses work for the City, each spouse may only take a combined total of 26 workweeks of leave.

- g. If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid FMLA leave as provided under this policy, the City may designate all or some portion of related leave taken as FMLA leave under this policy, to the extent that the earlier leave meets the necessary qualifications.
 - h. Employees with questions about who and what situations are covered under this FMLA leave policy or under the City's sick leave policies are encouraged to consult with the Human Resource Department.
 - i. The City requires an employee to provide a doctor's certification of a serious health condition. The certification process is outlined in this policy. The City relies heavily on the health care provider's assessment.
 - j. An eligible employee can take up to 12 weeks of leave under this policy during any rolling 12-month period. The City will measure the 12-month period forward from the date any employee's first FMLA leave begins. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.
 - k. If spouses both work for the City, and each wish to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a child, or parent with a serious health condition, each spouse may each take 12 weeks each of leave.
2. Employee Status and Benefits During Leave
- a. While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.
 - b. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City may require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.
 - c. The employee pays a portion of the dependent health care premium. While on paid leave, the City will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance and Budget Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide 15 days' notification prior to the employee's loss of coverage.

- d. If the employee contributes to a dental plan, life insurance, disability plan or any other type of insurance plan the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits; provided, however, that the employee shall pay their portion of the premiums. If the employee does not continue these payments, the City will discontinue coverage during the leave and Consolidated Omnibus Budget Reconciliation Act (COBRA) would be offered. If the City maintains coverage, the City will recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

3. Employee Status After Leave

Upon return from FMLA leave, an employee is entitled to be returned to the same position held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

4. Use of Paid and Unpaid Leave

- a. An employee who is taking FMLA leave because of the employee's own serious health condition, or the serious health condition of a family member must use all sick leave prior to being eligible for short term disability or unpaid leave.
- b. Disability leave for the birth of a child and for an employee's serious health condition, including Workers' Compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA leave. For example, if the City provides six weeks of pregnancy disability leave, the six weeks can be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement.

5. Intermittent Leave or a Reduced Work Schedule

- a. Based on medical documentation provided by the employee's or covered family member's health care provider, an employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all circumstances, the leave may not exceed a total of 12 work weeks over a rolling 12-month period. For the birth of a child, the employee may take up to 12 consecutive work weeks.

- b. The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, for FMLA leave for the employee or employee's family member that is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.
 - c. Eligible employees may take FMLA leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered servicemember (see [29 CFR §825.202](#)). Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary, because of a qualifying exigency as defined in this policy.
 - d. Employees using intermittent leave or leave on a reduced schedule must make a reasonable effort to avoid disrupting operations, including scheduling doctor's appointments outside of work hours, if possible. Additionally, employees must notify their supervisor that the absence is FMLA-related to ensure appropriate time tracking.
 - e. Absent extenuating circumstances, an employee using intermittent leave due to medical necessity should notify their supervisor as soon as they know that they will be unable to work, but no later than the thirty (30) minutes prior to the start time of the employee's workday.
 - f. An employee must notify their supervisor on each day of absence unless other arrangements have been made. Human Resources should be contacted if there are additional questions on intermittent leave.
6. Certification of the Serious Health Condition
- a. A serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.
 - b. The City requires certification of a serious health condition.
 - 1) The employee shall make every effort to respond to such a request within 15 calendar days of the request or provide a reasonable explanation for the delay.
 - 2) Failure to provide certification may result in a denial of designation or continuation of FMLA leave.
 - c. Medical certification may be provided by using the medical certification form.
 - d. Request for a medical certificate must be made in writing as part of the City's response to employee request for FMLA leave.

- e. If the employee plans to take intermittent FMLA leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent FMLA leave or working a reduced schedule.
 - f. Based on an objective review of the medical information provided by an employee's health care provider, the City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The employee will be temporarily entitled to leave and benefits under the FMLA pending the second opinion.
2. Certification related to active duty orders or call to active duty.

The City may require that a request under active duty or call to active duty be supported by either a leave certification or military orders at such time and in such manner as prescribed by Federal law. Please consult with the Human Resources Department for current Federal guidelines regarding notification and documentation.

3. Procedure for Requesting Leave

- a. All employees requesting leave under this section must provide notice with an explanation of the reason(s) for the needed leave to the Human Resources Department as soon as practicable. If the leave is foreseeable, the employee is required to provide a written request for leave and reasons(s) to the Human Resources Department. The City will provide individual notice of rights and obligations to each employee requesting leave as soon as practicable.
- b. When an employee plans to take leave under this section, the employee must give the City 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the City's operations.
- c. While on leave, employees must report periodically to the Human Resources Department regarding the status of the medical condition and their intent to return to work.
- d. Employees who are unable to return to work at the end of the expected FMLA leave should notify their supervisor and Human Resources in writing at least two (2) weeks in advance or as soon as possible and must have the health care provider re-certify that the extended leave is medically necessary.
- e. If an employee does not provide proper notification to Human Resources, the employee will be considered to have abandoned the job and may be subject to disciplinary action up to and including termination.

4. Job Benefits and Protection

- a. For the duration of FMLA leave, the employer must maintain the employee's health coverage under the "group health plan" unless requested in writing from the employee or other legal directives given.
- b. Upon return from FMLA leave, due to the employee's own serious health condition, the employee must provide sufficient documentation from their health care provider authorizing their return to work.
- c. Upon return from FMLA, employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- d. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
- e. FMLA makes it unlawful for any employer to:
 - 1) Interfere with, restrain, or deny the exercise of any right provided under FMLA.
 - 2) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.
- f. Notwithstanding the exhaustion of FMLA leave, an employee may be granted additional leave as required under the Americans with Disabilities Act. As an accommodation, additional leave may be granted based on medical necessity and the City's requirements/ability to accommodate. Accommodations will be evaluated upon request.

5. Enforcement

- a. The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- b. An eligible employee may bring a civil action against an employer for violations.
- c. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law which provides greater family or medical leave rights.

D. Paid Parental Leave

Full-time employees may be eligible for Paid Parental Leave. See Administrative Policy AP 96 Paid Parental Leave for details.

E. Vacation Leave

1. Vacation Leave Accruals

- a. All full-time, regular, and probationary employees, excluding sworn firefighters covered by an approved employee organization memorandum of understanding, will accrue vacation leave as follows:

FULL-TIME EMPLOYEES			
	Tenure (Years)	Hours per Pay Period	Hours per Year
Non-Exempt	0 - 1.99	3.7	96.2
	2 - 4.99	4.47	116.2
	5 - 9.99	5.39	140.12
	10 - 14.99	6.31	164.04
	15+	6.93	180.16
Exempt	0 - 1.99	4.62	120.12
	2 - 4.99	5.39	140.12
	5 - 9.99	6.31	164.04
	10+	6.93	180.16

- b. All assistant Department Directors will accrue vacation leave as follows:

ASSISTANT DEPARTMENT DIRECTORS		
Tenure (Years)	Hours per Pay Period	Hours per Year
0 – 4.99	6.31	164.04
5+	6.93	180.18

- c. All Department Directors, Deputy City Managers, and Assistant City Managers will accrue vacation leave as follows:

DEPARTMENT DIRECTORS, DEPUTY CITY MANAGERS, AND ASSISTANT CITY MANAGERS	
Hours per Pay Period	Hours per Year
6.93	180.18

- d. Battalion Chiefs working a 56-hour schedule

Battalion Chiefs		
Tenure (Years)	Hours per Pay Period	Hours per Year
0 - 1.99	11.21	291.46
2 - 4.99	12.28	319.28
5 - 9.99	13.57	352.30
10 +	14.44	375.30

- e. Upon hiring any employee, a Department Director may request that an employee be hired with vacation leave already established up to a maximum of 80 hours for employees below the rank of Department Directors and 120 hours for Department Directors and above. The Human Resources Director, with concurrence of the City Manager, must approve this request prior to any official written offer of employment. Employees who have not completed original probation will not be compensated upon separation for front-loaded vacation leave provided at time of hire as outlined in this section.
- f. Part-time regular employees are not eligible to accrue vacation leave. Vacation leave hours taken will not count toward hours worked for purposes of computing overtime.

2. Maximum Accumulation of Vacation Leave

Eligible employees have a maximum accrual of vacation leave of 320 hours at the end of the calendar year. Fire Battalion Chiefs assigned to a 24-hour shift schedule will have a maximum accrual of vacation leave of 448 hours at the end of the calendar year.

- a. Employees must use all hours over the maximum accrual by the end of each calendar year. Employees will lose any vacation leave hours over the maximum accrual amount not used by December 31 of each calendar year.

- b. Vacation leave accumulated in excess of 320 hours or 448 hours for Fire Battalion Chiefs as of the last day of the calendar year shall be forfeited unless the City Manager authorizes an exception in an individual case. The application for exception must be submitted through the Human Resources Department and shall contain a plan to use the excess hours during the following calendar year, pay the employee for the excess hours or a combination of both.

3. Use of Vacation Leave

Vacation leave shall be taken with the approval of the Department Director or designee (i.e., immediate supervisor).

- a. Vacation leave will only be granted during such time as it is not disruptive to the work schedule of the department concerned.
- b. During the original probationary period, vacation leave may be granted at the discretion of the Department Director, or designee.
- c. Vacation leave granted shall not exceed an employee's accrued balance.

4. Vacation Sell Back

Employees may be paid for a portion of accrued vacation. See Administrative Policy Sell Back Program for details.

5. Compensation for Vacation Leave Upon Separation

Compensation upon separation from the City will be 100% of accrued vacation leave at the employee's current hourly rate. An employee may not use vacation leave after their last day worked. Vacation will be paid per City policy.

F. Holiday Leave

Employees may be eligible for Holiday Leave and/or Holiday Differential Pay. See Administrative Policy Holiday Leave and Administrative Policy Holiday Schedule for details.

G. Personal Leave

Full-time regular and probationary employees are eligible to receive a Personal Leave bank of flexible paid hours that can be used to supplement holiday leave hours or as additional personal time off. See Administrative Policy Personal Leave Bank for details.

H. Industrial Leave

1. Workers' Compensation Coverage

The City provides Workers' Compensation insurance coverage to employees at no cost. If an injury or illness is determined to be job related, the employee will receive medical benefits and, if eligible, temporary compensation.

2. Determination of Compensability

The City's Workers' Compensation carrier will determine compensability for workplace injuries and illnesses.

3. Separation During a Claim

An individual who separates from City employment will only be entitled to the compensation required under Arizona Workers' Compensation Law.

4. Filing a Claim

An injury or illness is covered under Workers' Compensation if it is determined to be job related. It is the employee's responsibility to make sure the injury is reported to his/her supervisor as soon as possible. A claim must be filed within one year of the date of injury. It is the employee's responsibility to ensure the claim has been filed. The supervisor will work with the Risk Management department to provide information to assist in filing the claim. Risk Management will serve as the point person for employees with questions regarding Workers' Compensation.

5. Types of Claims

There are two types of Workers' Compensation claims. One is called a "medical only" claim, which means that only medical expenses are paid. The other is called a "time lost" claim. This means that both medical expenses and temporary compensation benefits for lost wages are paid.

- a. "Medical only" claims are those types of claims for which the insurance company will pay all of the medical expenses associated with the injury, but will not pay compensation benefits for lost wages, as the employee did not lose more than seven days' time from work.
- b. "Time lost" claims are those claims in which the treating doctor states that the employee is unable to work due to their injury and employee is off work more than seven days. The employee would then be eligible for compensation for their lost wages. The days off do not have to be consecutive (in a row) but are cumulative (total). Entitlement to compensation is based on calendar days (not workdays) and includes Saturdays, Sundays and holidays.

6. Compensation for Time Lost Claims

- a. The first seven days are not paid for lost wages unless the disability extends to 14 days. For example: If the employee is off ten days, they get paid for days eight, nine and ten only. If the employee is off 14 full days, compensation is retroactive (goes back) to the date of injury and is paid for 14 days. Compensation is not generally paid for the date of injury, as the employee was working that day and was typically compensated already for that day.
- b. Compensation is based on the statutory limit set forth in [ARIZ. REV. STAT §23-901 to 23-1105](#). Arizona state law establishes a maximum wage figure which can be used to calculate the average monthly wage. This compensation is tax-free to the employee. Payments will be administered through the City's payroll system and will be issued on a bi-weekly basis.
- c. Sick time or vacation time may be utilized to cover the seven-day waiting period or to supplement their Workers' Compensation payments. Employees will need to notify Human Resources in writing if they wish to utilize sick time or vacation time to cover their waiting period or supplement their wages.

7. Requirements While Under Workers' Compensation

- a. An employee may not leave the state for more than two weeks (15 or more days) while under active medical treatment without approval from the Arizona Industrial Commission. If the employee is planning to be outside the state for more than two weeks, the employee must have written approval from the Arizona Industrial Commission before the employee leaves the state.
- b. Employees are not permitted to engage in outside employment while receiving Workers' Compensation from the City of Avondale unless written permission is granted from Human Resources and Risk Management.
- c. FMLA leave, if eligible, will run consecutively while on Workers' Compensation. While under active medical care, the insurance company has the right to have the employee periodically examined, at a reasonably convenient time and place, by a doctor of its choosing. Failure to attend the examination could result in suspension of Workers' Compensation benefits and the employee could be required to pay for the cost of the missed examination.

8. Return to Work

- a. While under active medical care, a doctor may release an employee to return to modified duty or to the employee's regular job.

- b. If released to regular duty, an employee must be able to perform the essential functions of the employee's job, with or without reasonable accommodations. If an employee requires accommodations, Human Resources will coordinate an evaluation of the employee's ability to return to the workplace.
- c. If returned to work with restrictions, the health care provider must provide in writing a detailed outline of what the restrictions are and the duration of those restrictions. Human Resources, Risk Management, and the department will work together to determine if there is work available that meets the restrictions outlined. Modified duty is not guaranteed. It will be up to the City to determine if work is available. At no time will an employee be allowed to be on modified duty for a period of time greater than twelve (12) months from the date of injury or date of onset of illness. Modified duty work would no longer be available once an employee is medically able to return to his or her regular job.
- d. If an employee fails to accept a modified duty work assignment that he or she is medically capable of performing, his or her compensation benefits may be reduced or eliminated by the City.
- e. Risk Management may require a fit for duty evaluation before an employee is returned to regular duty.

I. General Leave

- 1. General Leave may be requested for personal reasons that are not covered by the FMLA. This leave is not intended for employees needing time away from work for their own medical condition.
 - a. General Leave will last for no more than 60 calendar days.
 - b. Accrued time off must be exhausted before an employee is eligible to take General Leave.
 - c. General Leave is not intended for seeking employment outside of the City.
- 2. Requests for General Leave must be approved in writing by the employee's Department Director and the human resources director. Requests must include the purpose, start date, and end date of the general leave.
- 3. General Leave is unpaid and not job protected.
 - a. The department may post to fill the employee's position upon commencement of General Leave.
 - b. If the employee's position remains open at the end of their approved leave period, they will be reinstated to their position. If the position is no longer available, then they will be allowed a period of 28 calendar days to apply competitively for any open position as an internal candidate.

- c. If the employee fails to return to work or communicate timely with Human Resources at the end of their approved leave period, it will be deemed job abandonment and they will be terminated.
4. While on General Leave the employee may select continuation of benefits by paying the full premium for coverage (i.e., employee and employer premiums). Some benefits may not be continued.
5. Vacation and Sick leave will not accrue while the employee is on General Leave.

J. Bereavement Leave

1. General

Upon the death of an employee's immediate family member, an employee may be granted paid bereavement leave not to exceed 40 work hours. Additional hours beyond the limit may be charged to an employee's sick leave or vacation leaves at the employee's discretion and with the Department Director's approval. Upon the death of an employee's aunt, uncle, cousin, niece, or nephew, an employee may be granted paid bereavement leave not to exceed one workday, whether the employee works 8 or 10 hours. Only full-time regular or probationary employees are eligible for bereavement leave. Part-time regular or temporary employees are not eligible for bereavement leave.

2. Immediate Family Defined

For purposes of bereavement leave, "immediate family" shall refer to a spouse, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild or step- child, step-parent, step-brother or step-sister.

3. Co-workers

At the discretion of the employee's Department Director, an employee may be granted up to four (4) hours of bereavement leave for attendance at a co-worker's funeral or memorial service.

4. Timekeeping

The employee (or employee's supervisor, if the employee is not available) shall enter the relationship to the person they are taking bereavement leave for in the timekeeping system when making the bereavement leave request. For example, a comment of "grandparent" would suffice.

5. Additional leave

In the event the employee's bereavement leave is exhausted in addition to other paid leave types such as vacation and sick leave, the employee may be granted General Leave as outlined in this policy.

K. Military Leave

Upon written request to the employee's Department Director and submittal of required documentation, all regular employees who are or may be members of the National Guard or the Military Reserves (U.S. Armed Forces) will be entitled to ~~Military Leave leave-of-absence~~ with pay equal to the average number of regularly scheduled work hours as set forth below. ~~allocated to eligible employees as set in Ariz. Rev. Stat. § 38-610.~~

Employees will receive paid Military Leave for the first 30 days of qualifying leave in any two consecutive federal fiscal years. For calculation purposes, the federal fiscal year will begin October 1 through September 30.

Military Leave hours will be provided in an amount sufficient to provide 30 days of qualifying leave based upon the employee's typical work schedule/shift as follows:

- 240 hours for employees assigned to an 8-hour schedule/shift.
- 300 hours for employees assigned to a 10-hour schedule/shift.
- 720 hours for employees assigned to a 24-hour schedule/shift (e.g. 56 hour Firefighters).

Employees with a varied schedule/shift will receive the number of Military Leave hours sufficient to provide the equivalent of 30 days' paid leave based on their assigned work schedule.

~~If possible, employees are encouraged to consult Consultation with the Human Resources Department Department prior should to requesting military leave occur for for information on current guidelines, entitlements, documentation and notification requirements.~~

L. Civic Duty Leave

1. General

Upon substantiated application, an employee shall be granted leave with pay as civic duty leave while serving as a juror, complying with a subpoena, or voting.

2. Use of Civic Duty Leave

Except for voting pursuant to [ARIZ. REV. STAT. § 16-401](#) (primary elections) or [ARIZ. REV. STAT. § 16-402](#), (general elections) as amended, an employee granted civic duty leave shall report for work whenever the employee's presence is not required for the civic duty, unless:

- a. The distance to the work location would preclude timely reporting for the civic duty; or
 - b. The employee cannot return to work at least one hour before the end of the work shift;
 - c. Civic duty leave will not count towards hours worked for the purpose of computing overtime.
3. General Election Day
 - a. The biannual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to vote, as set forth in [ARIZ. REV. STAT. § 16-402](#), as amended. The three consecutive hours immediately after the opening or the three consecutive hours prior to the closing of the polls is provided for this purpose.
 - b. Arrangements must be made with the supervisor prior to general election day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.
4. Appearance as a Witness

An employee who is subpoenaed as a witness by any court or administrative, executive, or judicial body in this state may be absent with pay unless the testimony or evidence to be given relates to the employee's own personal business.
5. Jury and Witness Compensation

Employees who are granted civic duty leave when called for jury duty or subpoenaed as a witness shall remit any compensation to the City Finance and Budget Department, except for mileage allowance.

M. Arizona Victim's Leave Law

1. Purpose and Eligibility

The City will allow employees, who are victims of crimes, to utilize available leave balances to exercise their right to be present at legal proceedings related to the crimes in accordance with Arizona State Victim's Leave Law (ARIZ. REV. STAT. [§8-420](#), [13-4439](#), [23- 373](#)) as amended. Any City employee is eligible for leave under this policy, except if the employee's family member is the victim and the employee is in custody for an offense or is the accused.
2. Use of Available Leave
 - a. A request for use of available leave must be made to the immediate supervisor with as much notice as practical. In making this request, the employee shall provide both of the following documents:

- 1) A copy of the form provided to the employee by the law enforcement agency.
 - 2) A copy of the notice of each scheduled proceeding that is provided to the victims by the responsible agency.
- b. Leave records under this policy shall be maintained in a confidential manner.
 - c. When using available leave, the eligible employee may use accrued sick leave, personal leave, vacation leave, or compensatory time earned.
 - d. Compensatory time earned may be used for non-exempt employees to remain in a pay status while absent from work.
 - e. If the employee has exhausted all accrued leave balances or if the employee is not benefit eligible, the leave of absence shall be unpaid and need to be approved by the City Manager.
 - f. The City reserves the right to limit the leave provided under state law if the employees' absence from work creates an undue hardship to City business.

N. Administrative Leave

The Human Resources Director, with the concurrence of the City Manager, may authorize administrative leave for any employee pending an administrative investigation, an internal inquiry to gather facts, or for other administrative reasons which are in the best interest of the City as determined by the City Manager.

O. Using Leave

1. All leave types are intended to allow employees to continue to receive compensation (when appropriate) for their normally scheduled hours during the FLSA work period. At no time shall the use of leave hours result in compensation in excess of the scheduled hours.
2. Department Directors may authorize exceptions not to reduce leave hours when a non-exempt employee works in excess of their regular work schedule during the applicable workweek, based on operational needs. Any exceptions must be communicated to Payroll via email prior to the close of the applicable pay period.

P. Health, Dental, Life and Optional Insurances

Subject to the approval of City Council, the City provides health, dental and life insurance to eligible full-time employees. Insurance coverage begins the first day of the month following the employee's first day of employment. (Ex. An employee's start date is May 15th, therefore, insurance coverage begins on June 1st).

1. Medical Insurance

Eligible employees may elect coverage under the City's medical insurance plans.

Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's medical insurance plans unless they qualify for coverage under the [Affordable Care Act \(ACA\)](#).

2. Dental Insurance

Eligible full-time employees may elect coverage under the City's dental insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's dental insurance plans.

3. Life Insurance

Eligible full-time employees are covered by the City's basic life insurance plan. These employees may purchase additional life insurance. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's life insurance plans.

4. Optional Insurance Benefits

The City may provide optional benefits through payroll deduction.

Q. Continuation of Health Insurance under Consolidated Omnibus Budget Reconciliation Act ("COBRA")

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an employee terminates employment with the City, the employee is entitled to continue participating in the City's group health plan for a prescribed period of time, usually 18 months. (In certain circumstances, such as an employee's divorce or death, the length of coverage period may be longer for qualified dependents.) COBRA coverage is not extended to employees terminated for gross misconduct.

If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2% administrative fee. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions, or becomes eligible for Medicare.

For detailed information or questions on COBRA, employees are requested to check with the Human Resources Department.

R. Workers' Compensation Insurance

1. General

Workers' Compensation provides a medical and hospitalization expenses benefit as well as partial payment in lieu of salary for workers injured on the job. All City employees are

covered by this form of insurance at no cost to the employee from the first day of employment. Benefits are based on the statutory limit set forth in the Arizona Revised Statutes.

2. Reporting Period

All job-related personal injuries to employees must be reported to Risk Management within 24 hours of the time the accident occurred.

3. Choice of Care Provider

The City has the right to request that an employee injured on the job seek medical assistance from a doctor of the City's choice.

S. Retirement Plans

1. Enrollment in the Arizona State Retirement System or the Public Safety Personnel Retirement System or the Correctional Officers Retirement Plan will be determined based upon eligibility. The Public Safety Personnel Retirement System is for certified peace officers and firefighters.
2. Deductions for all plans are made from each pay period. The amount of the City's contributions, as well as employee contributions, is determined by state legislation.

T. Deferred Compensation Plans

1. Under this optional plan area several types of programs governed by Internal Revenue Service (IRS) an employee may choose to defer a portion of his/her income through payroll deduction. By deferring income, an employee may lower the income tax they currently pay.
2. The City may elect to contribute funds to employee's Deferred Compensation Plan

U. Health Savings Account (HSA)

1. General

Health Savings Accounts (HSA) were created by [Public Law 108-173](#), the Medicare Prescription Drug, Improvement, and Modernization Act of 2003. HSA is designed to help individuals save for qualified medical and retiree health expenses on a tax-advantaged basis.

2. Employee Choice

Employees who select a high deductible health plan may be eligible to participate in an HSA.

3. City Contribution

The City may elect to contribute funds to employees' HSA accounts.

V. Flexible Spending Arrangements (FSA)

1. General

Health Flexible Spending Arrangements and Dependent Care Flexible Spending Arrangements (FSA) allow employees to be reimbursed for medical expenses.

2. Process

- a. Employees may contribute to FSA accounts up to the limit set by the City.
- b. No employment or federal income taxes are deducted from employee contributions to FSA accounts.

W. Public Safety Homeowner Incentive Program

1. To ensure competitiveness in the recruitment and retention of critical public safety staff, the City may fund a Public Safety Homeowner Incentive Program dependent on annual funding identified during the budgeting process.
2. The City Manager will be responsible for establishing the eligibility, conditions, and other requirements of the program through an applicable administrative policy.

RESOLUTION NO. 1063-0826

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, AMENDING CHAPTER 6 OF THE PERSONNEL POLICIES AND
PROCEDURES RELATING TO EMPLOYEE BENEFITS.

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

SECTION 1. Chapter 6 – Employee Benefits of the City of Avondale Personnel Policies and Procedures (“Chapter 6”) is hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of Chapter 6 adopted herein 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 Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
August 31, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1063-0826
[Chapter 6]
See following pages.

CHAPTER 6

Employee Benefits

A. Definitions

Throughout this policy, definitions set out in [ARIZ. REV. STAT. §23-371](#) are incorporated by reference. In addition, the following definitions apply:

1. City – the City of Avondale.
2. Department Director – the Director of the City department to whom the employee is assigned or the Department Director’s designee.
3. Employee – an employee of the City.
4. Exempt employee – an employee who is deemed to be exempt from the overtime and maximum hour requirements of the [Fair Labor Standards Act, 29 U.S.C. § 213](#), and regulations of the United States Department of Labor.
5. Family Medical Leave (FMLA) – leave allowed pursuant to the [Family Medical Leave Act of 1993](#) and relevant statutes and regulations.
6. Regular, full-time employee – an employee who works thirty (30) hours or more per week and is not currently serving a probationary period.
7. Regular, non-Exempt employee – an employee who is not an exempt employee.
8. Regular, part-time employee – an employee who works less than thirty (30) hours per week and is not currently serving a probationary period.
9. Sick Leave – an approved period of absence granted to an employee according to this policy. “Sick leave” has the same meaning as “earned paid sick time” as that term is used in [ARIZ. REV. STAT. §23-371](#).
10. Temporary employee – an employee typically hired to work for a duration of less than one year or on an as-needed basis. Temporary employees do not serve an original probationary period and may be eligible for health benefits based on the average number of hours worked.
11. Fiscal year – the 365-day period (or 366 days in the case of a leap year) that commences on July 1 and ends on the next June 30.

12. Fair Labor Standards Act (FLSA) Work Period – the time period for which overtime is calculated. The standard work period of 40 hours (Monday through Sunday) applies to all employees except for 56-hour firefighters. 56-hour firefighters have a two-week work period that coincides with the pay period.

B. Sick Leave

1. Sick Leave Accruals

Employee Type	Accrual Rate	Max Accrual
Full-time Regular and Probationary	3.70 hours per pay period	No limit
Part-time Regular and Probationary	1 hr per 30 hours worked	No limit
Temporary	1 hr per 30 hours worked	40 hours

- Full-time regular and probationary employees will accrue sick leave at the rate of 3.70 hours per biweekly pay period. These hours are accumulated without limit.
- Part-time regular and probationary employees hired after March 4, 2024, will accrue sick leave at a rate of one (1) hour for every 30 hours worked. These hours are accumulated without limit.
- Temporary employees-hired after March 4, 2024, will accrue sick leave at a rate of one (1) hour for every 30 hours worked up to a maximum of 40 hours.
- Upon hiring any employee, a Department Director may request that an employee be hired with sick leave already established up to a maximum of 80 hours for employees below the rank of Department Directors and 120 hours for Department Directors and above. The Human Resources Director, with the concurrence of the City Manager, must approve this request prior to any official written offer of employment.

2. Acceptable Use

- Newly hired part-time and temporary employees are eligible to use sick leave from their bank on the 90th calendar day after commencing employment.
- Employees may use accrued paid sick leave time for any of the following reasons:
 - 1) An employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care.

- 2) Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care. For purposes of sick leave usage under this section C, the term “family member” is as defined in [ARIZ. REV. STAT. §23-371](#), which is the following:
- a) Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands *in loco parentis*, or an individual to whom the employee stood *in loco parentis* when the individual was a minor;
 - b) A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child;
 - c) A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
 - d) A grandparent, grandchild, or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or
 - e) Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- 3) Reasons related to childcare, domestic violence, sexual violence, abuse or stalking, and legal services as described in ARIZ. REV. STAT. [§23-371](#) and [23-373](#).
- 4) Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of his or her exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

- 5) In the case of adoption of a minor child, an employee who is a potential or actual adoptive parent may request sick leave to include appointments with adoption agencies, social workers, attorneys, court proceedings, required travel, and any other activities necessary and related to adoption of a minor child.
 - c. An employee will not be subject to retaliation or discrimination for using sick leave in accordance with this policy.
 - d. An employee will not be required to search for or find a replacement worker to cover the hours during which the employee is using sick leave.
 - e. Employees are subject to discipline for misuse or abuse of sick leave or for violation of City policy.
 - f. Sick leave may be taken when approved by the employee's Department Director, or designee, according to the notification and documentation procedures of City policy.
 - g. An absence of three or more consecutive workdays shall be reported to the Human Resources Department by the Department Director, or designee, to determine if FMLA leave is warranted.
 - h. Sick leave hours taken will not count toward hours worked for purposes of computing overtime.
 - i. Sick leave must be used in increments of at least fifteen (15) minutes per occurrence for non-exempt employees. This requirement also applies to exempt employees who have not worked at least half of their scheduled shift.
 - j. When an employee is promoted, demoted, or transferred, the employee shall retain all accrued sick leave.
3. Notification
- a. Absent extenuating circumstances, an employee shall notify their Department Director, or designee, as soon as they know they will be unable to work, but no later than 30 minutes prior to the start of their shift. The employee shall make a good faith effort to provide notice to the department to which the employee is assigned in advance and make a reasonable effort to schedule the time off in a manner that does not unduly disrupt the operations of the department.
 - b. An oral or written request by the employee is acceptable. The following methods may be used:
 - 1) Telephone Call
 - 2) Email
 - 3) Text message
 - 4) City timekeeping or scheduling system (if scheduling sick leave in advance)

- c. Employees are responsible for confirming delivery of any notification. Supervisors shall confirm receipt of notification.
- d. When known, the employee shall include the expected duration of the absence in the request.
- e. An employee must notify their supervisor on each day of absence unless a notification includes a specific number of days required for the leave or other arrangements have been made for FMLA. All FMLA must be approved through Human Resources.
- f. While on short term disability employees are required to report periodically to the Human Resources Department, at least every thirty (30) days, regarding the status of their medical condition and their intent to return to work. Employees will be required to provide medical documentation substantiating their need for continued leave to the Human Resources Department.
- g. If an employee fails to return to work following any authorized leave and fails to notify Human Resources of the need for an extension, the following actions will be taken.
 - 1) Human Resources shall send written notice to the employee's last known address requiring the employee to return to duty within forty-eight (48) hours.
 - 2) Failure to return to work within forty-eight (48) hours of receipt of the notification will be cause for immediate termination and the employee automatically waives all appeal rights under this policy.

4. Documentation

- a. Employees are responsible for recording all use of paid sick time in the City's timekeeping or scheduling system. Supervisors are responsible for reviewing and approving the accuracy of each entry.
- b. For earned paid sick time of three or more consecutive workdays, a Department Director, or designee, may require reasonable documentation that the earned paid sick time was used in accordance with section [B.2. Acceptable Use](#) of this policy. Documentation signed by a health care professional indicating that earned paid sick time is necessary shall be considered reasonable documentation for purposes of this section.
- c. In cases of domestic violence, sexual violence, abuse or stalking, one of the following types of documentation selected by the employee shall be considered reasonable documentation:
 - 1) A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual violence, abuse or stalking;

- 2) A protective order; injunction against harassment; a general court order; or other evidence from a court or prosecuting attorney that the employee or employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual violence, abuse, or stalking;
- 3) A signed statement from a domestic violence or sexual violence program or victim services organization affirming that the employee or employee's family member is receiving services related to domestic violence, sexual violence, abuse, or stalking;
- 4) A signed statement from a witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization;
- 5) A signed statement from an attorney, member of the clergy, or a medical or other professional affirming that the employee or employee's family member is a victim of domestic violence, sexual violence, abuse or stalking; or
- 6) An employee's written statement affirming that the employee or the employee's family member is a victim of domestic violence, sexual violence, abuse, or stalking, and that the leave was taken for one of the purposes of the Victim's Leave section in this policy. The employee's written statement, by itself, is reasonable documentation for absences under this paragraph. The written statement does not need to be in an affidavit format or notarized but shall be legible if handwritten and shall reasonably make clear the employee's identity, and if applicable, the employee's relationship to the family member.

5. Compensation for Unused Sick Leave upon Resignation or Retirement

- a. Compensation upon resignation will be 33.3% of accrued sick leave at the employee's current hourly rate.
- b. Compensation upon retirement will be as follows:
 - 1) Employees with 10 years of continuous service with the City will receive 100% of accrued sick leave up to 250 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.
 - 2) Employees with 15 years of continuous service with the City will receive 100% of accrued sick leave up to 375 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.
 - 3) Employees with 20 years of continuous service with the City will receive 100% of accrued sick leave up to 500 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater. Police Officers and Sergeants with twenty (20) or more years of continuous service may be eligible to receive a greater sick leave payout. See Administrative Policy Sick Leave Compensation Program for Police Officers and Sergeants for details.

- c. Temporary employees hired after March 4, 2024, are not eligible for compensation of unused sick leave upon resignation. Any unused balance will be forfeited upon resignation per [Ariz. Rev. Stat §23-372](#).
 - d. Employees who resign (including retirement) from their employment with the City but return to employment with the City within a nine (9) month period shall have any unused or unreimbursed sick leave reinstated upon rehire and are immediately eligible to use sick leave for qualifying reasons.
 - e. Employees who are involuntarily terminated from their employment are not eligible for compensation of accrued sick leave.
 - f. An employee may not use sick leave after their last day worked.
 - g. Employees who voluntarily resign prior to completing original probation will not be compensated upon separation for front-loaded sick leave provided at the time of hire, if applicable.
6. Sick Leave Sell Back Program
- Police Officers and Sergeants with twenty (20) or more years of continuous service may be eligible to sell back a portion of accrued sick leave. See Administrative Policy Sick Leave Sell Back Program for Police Officers and Sergeants for details.

C. Family and Medical Leave Act (FMLA)

1. General Provisions

It is the policy of the City to grant up to 12 weeks of FMLA leave to eligible employees per year as measured forward from the first date an employee initiates their FMLA leave (e.g. starts November 6 and ends November 5 of the following year.) The City may grant up to 26 weeks per year, as measured forward from the date FMLA was initiated, for employees taking FMLA Injured Servicemember leave. FMLA may be paid, unpaid or a combination of paid and unpaid leave depending on the circumstances of the leave and as specified in this policy. Based on available information, the City has the right to designate leave, paid or unpaid, as FMLA leave, even if the employee does not request leave as FMLA. Sick leave may be granted under Servicemember Leave of the FMLA and only during this time can sick leave be used.

2. Eligibility

To qualify to take FMLA leave under this policy, the employee must meet all of the following conditions:

- a. The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week.

- b. The employee must have worked at least 1250 hours during the 12-month period immediately before the date when the FMLA leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave will not be counted in determining the 1250 hours eligibility test for an employee under FMLA.

3. Types of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- a. The birth of a child and in order to care for that child;
- b. The placement of a child for adoption or foster care and to care for the newly placed child;
- c. To care for a qualifying family member (e.g., spouse, child, or parent) with serious health condition; or
- d. The serious health condition (described below) of the employee.
 - 1) An employee may take FMLA leave due to a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition can include inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition which requires continuing care by a licensed health care provider. However, a serious illness may also include other ailments short of hospitalization.
 - 2) This FMLA leave policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.
- e. Qualifying Exigency Leave (necessity) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- f. Servicemember Family Leave - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of FMLA leave per year as measured forward from the date FMLA was initiated to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 work weeks of leave. If both spouses work for the City, each spouse may only take a combined total of 26 workweeks of leave.

- g. If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid FMLA leave as provided under this policy, the City may designate all or some portion of related leave taken as FMLA leave under this policy, to the extent that the earlier leave meets the necessary qualifications.
 - h. Employees with questions about who and what situations are covered under this FMLA leave policy or under the City's sick leave policies are encouraged to consult with the Human Resource Department.
 - i. The City requires an employee to provide a doctor's certification of a serious health condition. The certification process is outlined in this policy. The City relies heavily on the health care provider's assessment.
 - j. An eligible employee can take up to 12 weeks of leave under this policy during any rolling 12-month period. The City will measure the 12-month period forward from the date any employee's first FMLA leave begins. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.
 - k. If spouses both work for the City, and each wish to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a child, or parent with a serious health condition, each spouse may each take 12 weeks each of leave.
2. Employee Status and Benefits During Leave
- a. While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.
 - b. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City may require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.
 - c. The employee pays a portion of the dependent health care premium. While on paid leave, the City will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance and Budget Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide 15 days' notification prior to the employee's loss of coverage.

- d. If the employee contributes to a dental plan, life insurance, disability plan or any other type of insurance plan the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits; provided, however, that the employee shall pay their portion of the premiums. If the employee does not continue these payments, the City will discontinue coverage during the leave and Consolidated Omnibus Budget Reconciliation Act (COBRA) would be offered. If the City maintains coverage, the City will recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

3. Employee Status After Leave

Upon return from FMLA leave, an employee is entitled to be returned to the same position held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

4. Use of Paid and Unpaid Leave

- a. An employee who is taking FMLA leave because of the employee's own serious health condition, or the serious health condition of a family member must use all sick leave prior to being eligible for short term disability or unpaid leave.
- b. Disability leave for the birth of a child and for an employee's serious health condition, including Workers' Compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA leave. For example, if the City provides six weeks of pregnancy disability leave, the six weeks can be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement.

5. Intermittent Leave or a Reduced Work Schedule

- a. Based on medical documentation provided by the employee's or covered family member's health care provider, an employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all circumstances, the leave may not exceed a total of 12 work weeks over a rolling 12-month period. For the birth of a child, the employee may take up to 12 consecutive work weeks.

- b. The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, for FMLA leave for the employee or employee's family member that is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.
 - c. Eligible employees may take FMLA leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered servicemember (see [29 CFR §825.202](#)). Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary, because of a qualifying exigency as defined in this policy.
 - d. Employees using intermittent leave or leave on a reduced schedule must make a reasonable effort to avoid disrupting operations, including scheduling doctor's appointments outside of work hours, if possible. Additionally, employees must notify their supervisor that the absence is FMLA-related to ensure appropriate time tracking.
 - e. Absent extenuating circumstances, an employee using intermittent leave due to medical necessity should notify their supervisor as soon as they know that they will be unable to work, but no later than the thirty (30) minutes prior to the start time of the employee's workday.
 - f. An employee must notify their supervisor on each day of absence unless other arrangements have been made. Human Resources should be contacted if there are additional questions on intermittent leave.
6. Certification of the Serious Health Condition
- a. A serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.
 - b. The City requires certification of a serious health condition.
 - 1) The employee shall make every effort to respond to such a request within 15 calendar days of the request or provide a reasonable explanation for the delay.
 - 2) Failure to provide certification may result in a denial of designation or continuation of FMLA leave.
 - c. Medical certification may be provided by using the medical certification form.
 - d. Request for a medical certificate must be made in writing as part of the City's response to employee request for FMLA leave.

- e. If the employee plans to take intermittent FMLA leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent FMLA leave or working a reduced schedule.
 - f. Based on an objective review of the medical information provided by an employee's health care provider, the City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The employee will be temporarily entitled to leave and benefits under the FMLA pending the second opinion.
2. Certification related to active duty orders or call to active duty.

The City may require that a request under active duty or call to active duty be supported by either a leave certification or military orders at such time and in such manner as prescribed by Federal law. Please consult with the Human Resources Department for current Federal guidelines regarding notification and documentation.

3. Procedure for Requesting Leave

- a. All employees requesting leave under this section must provide notice with an explanation of the reason(s) for the needed leave to the Human Resources Department as soon as practicable. If the leave is foreseeable, the employee is required to provide a written request for leave and reasons(s) to the Human Resources Department. The City will provide individual notice of rights and obligations to each employee requesting leave as soon as practicable.
- b. When an employee plans to take leave under this section, the employee must give the City 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the City's operations.
- c. While on leave, employees must report periodically to the Human Resources Department regarding the status of the medical condition and their intent to return to work.
- d. Employees who are unable to return to work at the end of the expected FMLA leave should notify their supervisor and Human Resources in writing at least two (2) weeks in advance or as soon as possible and must have the health care provider re-certify that the extended leave is medically necessary.
- e. If an employee does not provide proper notification to Human Resources, the employee will be considered to have abandoned the job and may be subject to disciplinary action up to and including termination.

4. Job Benefits and Protection

- a. For the duration of FMLA leave, the employer must maintain the employee's health coverage under the "group health plan" unless requested in writing from the employee or other legal directives given.
- b. Upon return from FMLA leave, due to the employee's own serious health condition, the employee must provide sufficient documentation from their health care provider authorizing their return to work.
- c. Upon return from FMLA, employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- d. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
- e. FMLA makes it unlawful for any employer to:
 - 1) Interfere with, restrain, or deny the exercise of any right provided under FMLA.
 - 2) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.
- f. Notwithstanding the exhaustion of FMLA leave, an employee may be granted additional leave as required under the Americans with Disabilities Act. As an accommodation, additional leave may be granted based on medical necessity and the City's requirements/ability to accommodate. Accommodations will be evaluated upon request.

5. Enforcement

- a. The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- b. An eligible employee may bring a civil action against an employer for violations.
- c. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law which provides greater family or medical leave rights.

D. Paid Parental Leave

Full-time employees may be eligible for Paid Parental Leave. See Administrative Policy AP 96 Paid Parental Leave for details.

E. Vacation Leave

1. Vacation Leave Accruals

- a. All full-time, regular, and probationary employees, excluding sworn firefighters covered by an approved employee organization memorandum of understanding, will accrue vacation leave as follows:

FULL-TIME EMPLOYEES			
	Tenure (Years)	Hours per Pay Period	Hours per Year
Non-Exempt	0 - 1.99	3.7	96.2
	2 - 4.99	4.47	116.2
	5 - 9.99	5.39	140.12
	10 - 14.99	6.31	164.04
	15+	6.93	180.16
Exempt	0 - 1.99	4.62	120.12
	2 - 4.99	5.39	140.12
	5 - 9.99	6.31	164.04
	10+	6.93	180.16

- b. All assistant Department Directors will accrue vacation leave as follows:

ASSISTANT DEPARTMENT DIRECTORS		
Tenure (Years)	Hours per Pay Period	Hours per Year
0 – 4.99	6.31	164.04
5+	6.93	180.18

- c. All Department Directors, Deputy City Managers, and Assistant City Managers will accrue vacation leave as follows:

DEPARTMENT DIRECTORS, DEPUTY CITY MANAGERS, AND ASSISTANT CITY MANAGERS	
Hours per Pay Period	Hours per Year
6.93	180.18

- d. Battalion Chiefs working a 56-hour schedule

Battalion Chiefs		
Tenure (Years)	Hours per Pay Period	Hours per Year
0 - 1.99	11.21	291.46
2 - 4.99	12.28	319.28
5 - 9.99	13.57	352.30
10 +	14.44	375.30

- e. Upon hiring any employee, a Department Director may request that an employee be hired with vacation leave already established up to a maximum of 80 hours for employees below the rank of Department Directors and 120 hours for Department Directors and above. The Human Resources Director, with concurrence of the City Manager, must approve this request prior to any official written offer of employment. Employees who have not completed original probation will not be compensated upon separation for front-loaded vacation leave provided at time of hire as outlined in this section.
- f. Part-time regular employees are not eligible to accrue vacation leave. Vacation leave hours taken will not count toward hours worked for purposes of computing overtime.

2. Maximum Accumulation of Vacation Leave

Eligible employees have a maximum accrual of vacation leave of 320 hours at the end of the calendar year. Fire Battalion Chiefs assigned to a 24-hour shift schedule will have a maximum accrual of vacation leave of 448 hours at the end of the calendar year.

- a. Employees must use all hours over the maximum accrual by the end of each calendar year. Employees will lose any vacation leave hours over the maximum accrual amount not used by December 31 of each calendar year.

- b. Vacation leave accumulated in excess of 320 hours or 448 hours for Fire Battalion Chiefs as of the last day of the calendar year shall be forfeited unless the City Manager authorizes an exception in an individual case. The application for exception must be submitted through the Human Resources Department and shall contain a plan to use the excess hours during the following calendar year, pay the employee for the excess hours or a combination of both.

3. Use of Vacation Leave

Vacation leave shall be taken with the approval of the Department Director or designee (i.e., immediate supervisor).

- a. Vacation leave will only be granted during such time as it is not disruptive to the work schedule of the department concerned.
- b. During the original probationary period, vacation leave may be granted at the discretion of the Department Director, or designee.
- c. Vacation leave granted shall not exceed an employee's accrued balance.

4. Vacation Sell Back

Employees may be paid for a portion of accrued vacation. See Administrative Policy Sell Back Program for details.

5. Compensation for Vacation Leave Upon Separation

Compensation upon separation from the City will be 100% of accrued vacation leave at the employee's current hourly rate. An employee may not use vacation leave after their last day worked. Vacation will be paid per City policy.

F. Holiday Leave

Employees may be eligible for Holiday Leave and/or Holiday Differential Pay. See Administrative Policy Holiday Leave and Administrative Policy Holiday Schedule for details.

G. Personal Leave

Full-time regular and probationary employees are eligible to receive a Personal Leave bank of flexible paid hours that can be used to supplement holiday leave hours or as additional personal time off. See Administrative Policy Personal Leave Bank for details.

H. Industrial Leave

1. Workers' Compensation Coverage

The City provides Workers' Compensation insurance coverage to employees at no cost. If an injury or illness is determined to be job related, the employee will receive medical benefits and, if eligible, temporary compensation.

2. Determination of Compensability

The City's Workers' Compensation carrier will determine compensability for workplace injuries and illnesses.

3. Separation During a Claim

An individual who separates from City employment will only be entitled to the compensation required under Arizona Workers' Compensation Law.

4. Filing a Claim

An injury or illness is covered under Workers' Compensation if it is determined to be job related. It is the employee's responsibility to make sure the injury is reported to his/her supervisor as soon as possible. A claim must be filed within one year of the date of injury. It is the employee's responsibility to ensure the claim has been filed. The supervisor will work with the Risk Management department to provide information to assist in filing the claim. Risk Management will serve as the point person for employees with questions regarding Workers' Compensation.

5. Types of Claims

There are two types of Workers' Compensation claims. One is called a "medical only" claim, which means that only medical expenses are paid. The other is called a "time lost" claim. This means that both medical expenses and temporary compensation benefits for lost wages are paid.

- a. "Medical only" claims are those types of claims for which the insurance company will pay all of the medical expenses associated with the injury, but will not pay compensation benefits for lost wages, as the employee did not lose more than seven days' time from work.
- b. "Time lost" claims are those claims in which the treating doctor states that the employee is unable to work due to their injury and employee is off work more than seven days. The employee would then be eligible for compensation for their lost wages. The days off do not have to be consecutive (in a row) but are cumulative (total). Entitlement to compensation is based on calendar days (not workdays) and includes Saturdays, Sundays and holidays.

6. Compensation for Time Lost Claims

- a. The first seven days are not paid for lost wages unless the disability extends to 14 days. For example: If the employee is off ten days, they get paid for days eight, nine and ten only. If the employee is off 14 full days, compensation is retroactive (goes back) to the date of injury and is paid for 14 days. Compensation is not generally paid for the date of injury, as the employee was working that day and was typically compensated already for that day.
- b. Compensation is based on the statutory limit set forth in [ARIZ. REV. STAT §23-901 to 23-1105](#). Arizona state law establishes a maximum wage figure which can be used to calculate the average monthly wage. This compensation is tax-free to the employee. Payments will be administered through the City's payroll system and will be issued on a bi-weekly basis.
- c. Sick time or vacation time may be utilized to cover the seven-day waiting period or to supplement their Workers' Compensation payments. Employees will need to notify Human Resources in writing if they wish to utilize sick time or vacation time to cover their waiting period or supplement their wages.

7. Requirements While Under Workers' Compensation

- a. An employee may not leave the state for more than two weeks (15 or more days) while under active medical treatment without approval from the Arizona Industrial Commission. If the employee is planning to be outside the state for more than two weeks, the employee must have written approval from the Arizona Industrial Commission before the employee leaves the state.
- b. Employees are not permitted to engage in outside employment while receiving Workers' Compensation from the City of Avondale unless written permission is granted from Human Resources and Risk Management.
- c. FMLA leave, if eligible, will run consecutively while on Workers' Compensation. While under active medical care, the insurance company has the right to have the employee periodically examined, at a reasonably convenient time and place, by a doctor of its choosing. Failure to attend the examination could result in suspension of Workers' Compensation benefits and the employee could be required to pay for the cost of the missed examination.

8. Return to Work

- a. While under active medical care, a doctor may release an employee to return to modified duty or to the employee's regular job.

- b. If released to regular duty, an employee must be able to perform the essential functions of the employee's job, with or without reasonable accommodations. If an employee requires accommodations, Human Resources will coordinate an evaluation of the employee's ability to return to the workplace.
- c. If returned to work with restrictions, the health care provider must provide in writing a detailed outline of what the restrictions are and the duration of those restrictions. Human Resources, Risk Management, and the department will work together to determine if there is work available that meets the restrictions outlined. Modified duty is not guaranteed. It will be up to the City to determine if work is available. At no time will an employee be allowed to be on modified duty for a period of time greater than twelve (12) months from the date of injury or date of onset of illness. Modified duty work would no longer be available once an employee is medically able to return to his or her regular job.
- d. If an employee fails to accept a modified duty work assignment that he or she is medically capable of performing, his or her compensation benefits may be reduced or eliminated by the City.
- e. Risk Management may require a fit for duty evaluation before an employee is returned to regular duty.

I. General Leave

1. General Leave may be requested for personal reasons that are not covered by the FMLA. This leave is not intended for employees needing time away from work for their own medical condition.
 - a. General Leave will last for no more than 60 calendar days.
 - b. Accrued time off must be exhausted before an employee is eligible to take General Leave.
 - c. General Leave is not intended for seeking employment outside of the City.
2. Requests for General Leave must be approved in writing by the employee's Department Director and the human resources director. Requests must include the purpose, start date, and end date of the general leave.
3. General Leave is unpaid and not job protected.
 - a. The department may post to fill the employee's position upon commencement of General Leave.
 - b. If the employee's position remains open at the end of their approved leave period, they will be reinstated to their position. If the position is no longer available, then they will be allowed a period of 28 calendar days to apply competitively for any open position as an internal candidate.

- c. If the employee fails to return to work or communicate timely with Human Resources at the end of their approved leave period, it will be deemed job abandonment and they will be terminated.
4. While on General Leave the employee may select continuation of benefits by paying the full premium for coverage (i.e., employee and employer premiums). Some benefits may not be continued.
5. Vacation and Sick leave will not accrue while the employee is on General Leave.

J. Bereavement Leave

1. General

Upon the death of an employee's immediate family member, an employee may be granted paid bereavement leave not to exceed 40 work hours. Additional hours beyond the limit may be charged to an employee's sick leave or vacation leaves at the employee's discretion and with the Department Director's approval. Upon the death of an employee's aunt, uncle, cousin, niece, or nephew, an employee may be granted paid bereavement leave not to exceed one workday, whether the employee works 8 or 10 hours. Only full-time regular or probationary employees are eligible for bereavement leave. Part-time regular or temporary employees are not eligible for bereavement leave.

2. Immediate Family Defined

For purposes of bereavement leave, "immediate family" shall refer to a spouse, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild or step- child, step-parent, step-brother or step-sister.

3. Co-workers

At the discretion of the employee's Department Director, an employee may be granted up to four (4) hours of bereavement leave for attendance at a co-worker's funeral or memorial service.

4. Timekeeping

The employee (or employee's supervisor, if the employee is not available) shall enter the relationship to the person they are taking bereavement leave for in the timekeeping system when making the bereavement leave request. For example, a comment of "grandparent" would suffice.

5. Additional leave

In the event the employee's bereavement leave is exhausted in addition to other paid leave types such as vacation and sick leave, the employee may be granted General Leave as outlined in this policy.

K. Military Leave

Upon written request to the employee's Department Director and submittal of required documentation, all regular employees who are or may be members of the National Guard or the Military Reserves (U.S. Armed Forces) will be entitled to Military Leave with pay equal to the average number of regularly scheduled work hours as set forth below.

Employees will receive paid Military Leave for the first 30 days of qualifying leave in any two consecutive federal fiscal years. For calculation purposes, the federal fiscal year will begin October 1 through September 30.

Military Leave hours will be provided in an amount sufficient to provide 30 days of qualifying leave based upon the employee's typical work schedule/shift as follows:

- 240 hours for employees assigned to an 8-hour schedule/shift.
- 300 hours for employees assigned to a 10-hour schedule/shift.
- 720 hours for employees assigned to a 24-hour schedule/shift (e.g. 56 hour Firefighters).

Employees with a varied schedule/shift will receive the number of Military Leave hours sufficient to provide the equivalent of 30 days' paid leave based on their assigned work schedule.

If possible, employees are encouraged to consult with the Human Resources Department prior to requesting military leave for information on current guidelines, entitlements, documentation and notification requirements.

L. Civic Duty Leave

1. General

Upon substantiated application, an employee shall be granted leave with pay as civic duty leave while serving as a juror, complying with a subpoena, or voting.

2. Use of Civic Duty Leave

Except for voting pursuant to [ARIZ. REV. STAT. § 16-401](#) (primary elections) or [ARIZ. REV. STAT. § 16-402](#), (general elections) as amended, an employee granted civic duty leave shall report for work whenever the employee's presence is not required for the civic duty, unless:

- a. The distance to the work location would preclude timely reporting for the civic duty; or
 - b. The employee cannot return to work at least one hour before the end of the work shift;
 - c. Civic duty leave will not count towards hours worked for the purpose of computing overtime.
3. General Election Day
 - a. The biannual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to vote, as set forth in [ARIZ. REV. STAT. § 16-402](#), as amended. The three consecutive hours immediately after the opening or the three consecutive hours prior to the closing of the polls is provided for this purpose.
 - b. Arrangements must be made with the supervisor prior to general election day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.
4. Appearance as a Witness

An employee who is subpoenaed as a witness by any court or administrative, executive, or judicial body in this state may be absent with pay unless the testimony or evidence to be given relates to the employee's own personal business.
5. Jury and Witness Compensation

Employees who are granted civic duty leave when called for jury duty or subpoenaed as a witness shall remit any compensation to the City Finance and Budget Department, except for mileage allowance.

M. Arizona Victim's Leave Law

1. Purpose and Eligibility

The City will allow employees, who are victims of crimes, to utilize available leave balances to exercise their right to be present at legal proceedings related to the crimes in accordance with Arizona State Victim's Leave Law (ARIZ. REV. STAT. [§8-420](#), [13-4439](#), [23- 373](#)) as amended. Any City employee is eligible for leave under this policy, except if the employee's family member is the victim and the employee is in custody for an offense or is the accused.

2. Use of Available Leave

- a. A request for use of available leave must be made to the immediate supervisor with as much notice as practical. In making this request, the employee shall provide both of the following documents:

- 1) A copy of the form provided to the employee by the law enforcement agency.
 - 2) A copy of the notice of each scheduled proceeding that is provided to the victims by the responsible agency.
- b. Leave records under this policy shall be maintained in a confidential manner.
 - c. When using available leave, the eligible employee may use accrued sick leave, personal leave, vacation leave, or compensatory time earned.
 - d. Compensatory time earned may be used for non-exempt employees to remain in a pay status while absent from work.
 - e. If the employee has exhausted all accrued leave balances or if the employee is not benefit eligible, the leave of absence shall be unpaid and need to be approved by the City Manager.
 - f. The City reserves the right to limit the leave provided under state law if the employees' absence from work creates an undue hardship to City business.

N. Administrative Leave

The Human Resources Director, with the concurrence of the City Manager, may authorize administrative leave for any employee pending an administrative investigation, an internal inquiry to gather facts, or for other administrative reasons which are in the best interest of the City as determined by the City Manager.

O. Using Leave

1. All leave types are intended to allow employees to continue to receive compensation (when appropriate) for their normally scheduled hours during the FLSA work period. At no time shall the use of leave hours result in compensation in excess of the scheduled hours.
2. Department Directors may authorize exceptions not to reduce leave hours when a non-exempt employee works in excess of their regular work schedule during the applicable workweek, based on operational needs. Any exceptions must be communicated to Payroll via email prior to the close of the applicable pay period.

P. Health, Dental, Life and Optional Insurances

Subject to the approval of City Council, the City provides health, dental and life insurance to eligible full-time employees. Insurance coverage begins the first day of the month following the employee's first day of employment. (Ex. An employee's start date is May 15th; therefore, insurance coverage begins on June 1st).

1. Medical Insurance

Eligible employees may elect coverage under the City's medical insurance plans.

Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's medical insurance plans unless they qualify for coverage under the [Affordable Care Act \(ACA\)](#).

2. Dental Insurance

Eligible full-time employees may elect coverage under the City's dental insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's dental insurance plans.

3. Life Insurance

Eligible full-time employees are covered by the City's basic life insurance plan. These employees may purchase additional life insurance. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's life insurance plans.

4. Optional Insurance Benefits

The City may provide optional benefits through payroll deduction.

Q. Continuation of Health Insurance under Consolidated Omnibus Budget Reconciliation Act ("COBRA")

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an employee terminates employment with the City, the employee is entitled to continue participating in the City's group health plan for a prescribed period of time, usually 18 months. (In certain circumstances, such as an employee's divorce or death, the length of coverage period may be longer for qualified dependents.) COBRA coverage is not extended to employees terminated for gross misconduct.

If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2% administrative fee. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions, or becomes eligible for Medicare.

For detailed information or questions on COBRA, employees are requested to check with the Human Resources Department.

R. Workers' Compensation Insurance

1. General

Workers' Compensation provides a medical and hospitalization expenses benefit as well as partial payment in lieu of salary for workers injured on the job. All City employees are

covered by this form of insurance at no cost to the employee from the first day of employment. Benefits are based on the statutory limit set forth in the Arizona Revised Statutes.

2. Reporting Period

All job-related personal injuries to employees must be reported to Risk Management within 24 hours of the time the accident occurred.

3. Choice of Care Provider

The City has the right to request that an employee injured on the job seek medical assistance from a doctor of the City's choice.

S. Retirement Plans

1. Enrollment in the Arizona State Retirement System or the Public Safety Personnel Retirement System or the Correctional Officers Retirement Plan will be determined based upon eligibility. The Public Safety Personnel Retirement System is for certified peace officers and firefighters.
2. Deductions for all plans are made from each pay period. The amount of the City's contributions, as well as employee contributions, is determined by state legislation.

T. Deferred Compensation Plans

1. Under this optional plan area several types of programs governed by Internal Revenue Service (IRS) an employee may choose to defer a portion of his/her income through payroll deduction. By deferring income, an employee may lower the income tax they currently pay.
2. The City may elect to contribute funds to employee's Deferred Compensation Plan

U. Health Savings Account (HSA)

1. General

Health Savings Accounts (HSA) were created by [Public Law 108-173](#), the Medicare Prescription Drug, Improvement, and Modernization Act of 2003. HSA is designed to help individuals save for qualified medical and retiree health expenses on a tax-advantaged basis.

2. Employee Choice

Employees who select a high deductible health plan may be eligible to participate in an HSA.

3. City Contribution

The City may elect to contribute funds to employees' HSA accounts.

V. Flexible Spending Arrangements (FSA)

1. General

Health Flexible Spending Arrangements and Dependent Care Flexible Spending Arrangements (FSA) allow employees to be reimbursed for medical expenses.

2. Process

- a. Employees may contribute to FSA accounts up to the limit set by the City.
- b. No employment or federal income taxes are deducted from employee contributions to FSA accounts.

W. Public Safety Homeowner Incentive Program

1. To ensure competitiveness in the recruitment and retention of critical public safety staff, the City may fund a Public Safety Homeowner Incentive Program dependent on annual funding identified during the budgeting process.
2. The City Manager will be responsible for establishing the eligibility, conditions, and other requirements of the program through an applicable administrative policy.

ITEM NUMBER: 3.d.

SUBJECT: Agreement for Maintenance and Operations of Family Bridge Housing

MEETING DATE: 8/31/2026

TO: Mayor and Council

FROM: Chris Lopez, Director of Neighborhood and Family Services

THROUGH: Renee Weatherless, Assistant City Manager, (623) 333-2011

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

STRATEGIC PLAN:

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

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life. This item will help to provide critical supportive services for families experiencing homelessness, and improve their overall health and well-being.

PURPOSE:

City Council will consider a request to approve an agreement with A New Leaf relating to the operation and maintenance of the Avondale Family Bridge Homes and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Following a formal procurement process, in January 2023, A New Leaf was awarded a contract for \$62,500 to fund a position to provide Family Navigation Services for Avondale families experiencing homelessness. On August 21, 2023, City Council approved a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Maricopa County Human Services Department to continue Family Housing Navigation Services through a \$62,500 agreement with A New Leaf, replacing a previous agreement and ensuring services through December 2024.

On December 18, 2023, City Council approved Resolution 1082-1223 and entered an Intergovernmental Agreement (IGA) with Maricopa County Human Services Department (HSD) for \$62,500 to expand a partnership with A New Leaf, adding a part-time caseworker and the ability to provide safe temporary housing in the form of motel and hotel vouchers for families experiencing homelessness.

On June 16, 2024, City Council approved an amendment to the IGA with Maricopa County HSD to extend the agreement term from July 1, 2024, through June 30, 2025, for \$75,000 to support the City's Temporary Shelter Services Initiative to provide long-term case management and shelter for families experiencing homelessness.

On January 6, 2025, the City Council approved an Amendment to the IGA with Maricopa County HSD for \$100,000 to expand services, making the part-time position a full-time one (the employee is and remains an employee of A New Leaf). For budgetary reasons, the County discontinued funding on June 30, 2025.

On June 16, 2025, City Council approved Resolution 1040-0625 for Amendment 4 to the IGA with Maricopa County HSD to receive \$300,000 in 2021 US Department of Housing and Urban Development (HUD) HOME-American Rescue Plan (HOME-ARP) funds for the City to deliver eligible supportive services to qualified residents and \$71,794 for the City to administer the program. City Council approved the award of this service contract to A New Leaf.

On August 25, 2025, Council approved a budget transfer of \$75,000 for fiscal year 2026 and \$150,000 for subsequent years through fiscal year 2031. This budget transfer was approved to allow the city to procure an operator for the facility that will house The Family Bridge Housing Project. In June 2026, A New Leaf was selected through a non-competitive process to provide the operations and maintenance, complementing the supportive services and programming they will provide.

DISCUSSION:

Staff seeks approval to enter into a new five-year agreement with A New Leaf for the operations and maintenance of Avondale's Bridge Housing facilities. Using General Fund resources, the agreement will provide funding for A New Leaf to serve as the facility operator while coordinating with the City and service partners to support families experiencing homelessness. The agreement will provide total funding not to exceed \$577,500, or \$115,500 annually, through 2031. Funding will support the proper operation, care, and maintenance of the bridge housing facilities, including unit turnover costs as families enter, participate in, and successfully complete the program.

BUDGET IMPACT:

The total funding for this Agreement is \$577,500 (\$115,500 per year for five total years) to provide operations and maintenance for the Family Bridge Housing Project, sheltering families experiencing homelessness in Avondale. The FY2027 budget for Avondale Bridge Homes is \$150,000.

RECOMMENDATION:

Staff recommends the City Council approve a five-year partnership with A New Leaf utilizing \$577,500 in general funds to provide operational and maintenance services related to Avondale Family Bridge Homes, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Brian Planty

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
A NEW LEAF, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the date signed below, between the City of Avondale, an Arizona municipal corporation (the "City"), and A New Leaf, Inc., an Arizona Corporation (the "Operator").

RECITALS

A. The City is the owner of certain real property and related improvements located at 275 N. Eliseo Felix Jr Way Avondale, AZ 85323 and also known as the Family Bridge Housing facility (the "Property") and the City desire to contract with a vendor to operate and maintain the Property.

B. The City issued a Request for Proposal NFS 26-061 Family Bridge Housing Operations and Maintenance seeking proposals from qualified vendors to provide operations and maintenance services to the City (the "Services"). No proposals were received.

C. Pursuant to Avondale City Code, Section 25-23, the City has conducted a good faith review of available sources and has determined that the Operator is the reasonable and practical source to provide the Services.

D. The City and the Operator have entered into a separate agreement governing the administration and delivery of the bridge housing program services (the "Program Services Agreement").

E The Operator represents that it is willing and able to perform the Services in accordance with this Agreement and all applicable federal, state, and local laws, regulations, and City requirements.

F. The City and Operator desire to enter into this Agreement for the purpose of (i) establishing the terms and conditions by which the Operator may provide the City with the Services, as more particularly set forth in Section 2 below, and (ii) setting the aggregate amount to be expended pursuant to the Agreement related to the Services.

AGREEMENT

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

1. **Term of Agreement**

1.1 Initial Term. This Agreement shall be effective as of the date signed below and shall remain in full force and effect until July 31, 2027 (“the Initial Term”), unless terminated as otherwise provided in this Agreement.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four successive one-year terms (each, a “Renewal Term”), subject to availability and appropriation of funds for renewal in each subsequent year, unless the Operator notifies the City in writing of its desire to terminate the Contract. If extended, the then-current funding for the Services shall be as set forth in Section 3 below. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.4 Non-Default. By consenting to a Renewal Term, Operator shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Operator claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. Operator shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

3. Annual Operations Funding; Allowable Costs

3.1 Funding Cap. Subject to annual appropriation by the City Council, the City shall reimburse the Operator for eligible operations and maintenance costs in an amount not to exceed One Hundred Fifteen Thousand Five Hundred Dollars (\$115,500) per year of the Term (the "Annual Operations Funding"), as set forth in the Fee Proposal attached hereto as part of Exhibit A.

For purposes of this Agreement, "Annual Operations Funding" means the maximum amount available for reimbursement during the applicable year of the Term. Costs incurred in excess of the Annual Operations Funding shall not be reimbursed and shall be the sole responsibility of the Operator unless otherwise approved by the City in writing.

3.2 Pricing Adjustment. At least sixty (60) days prior to the end of each year of the Term, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment; therefore Contractor should be prepared for the pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor’s actual expenses or other

reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

3.3 Eligible Operations and Maintenance Costs. Subject to the Annual Operations Funding and the terms of this Agreement, the City may reimburse the Operator for reasonable, necessary, and documented costs directly related to operating and maintaining the Property, including:

A. Utilities and Building Services.

(1) Electricity, natural gas, water, sewer, and other utility services necessary for operation of the Property.

(1) Commercial solid waste and recycling services, including one shared commercial dumpster with service generally provided no less than twice per month, subject to occupancy and operational need.

(2) Internet, telephone, or similar communication services required to support property operations, building systems, security systems, or operational connectivity.

B. Building Maintenance and Repairs. Costs necessary to maintain the Property in a safe, functional, and habitable condition, excluding work covered by manufacturer warranties, builder warranties, insurance, or otherwise the responsibility of the City, including:

(1) Plumbing, electrical, HVAC, mechanical, and other building system repairs and servicing.

(2) Appliance repair or replacement when required to maintain habitability.

(3) Pest control and related treatment services.

C. Unit Turnover. Reasonable costs associated with preparing units for occupancy, including:

(1) Cleaning and deodorizing.

(2) Interior patching and painting.

(3) Carpet or flooring cleaning and minor repairs.

(4) Lock rekeying or replacement keys.

(5) Minor replacement of fixtures and hardware, including blinds, light fixtures, smoke detectors, and similar items.

D. Exterior Property Maintenance. Routine exterior maintenance within the Operator's responsibility, including:

- (1) Litter removal and exterior cleanliness.
- (2) Maintenance of areas assigned to the Operator under this Agreement.
- (3) Identification and reporting of landscaping, irrigation, or grounds conditions requiring City action.
- (4) Correction of exterior hazards within the Operator's control that affect safe access or habitability.

E. Emergency Repairs. Reasonable costs necessary to address emergency conditions affecting the safety, security, habitability, or preservation of the Property, including emergency repairs to building systems, utilities, windows, doors, roofing, structural components, HVAC systems, plumbing, electrical systems, and similar facilities. The Operator shall notify the City's Contract Administrator as soon as practicable following any emergency work requiring immediate action and shall coordinate any required follow-up repairs with the City.

F. Site Cleanliness and Debris Removal. Reasonable costs associated with maintaining the Property in a clean and safe condition, including:

- (1) Removal of litter and debris from the Property.
- (2) Bulky item removal associated with unit turnover or illegal dumping.
- (3) Cleaning and maintenance of dumpster enclosures and surrounding areas.
- (4) Disposal of debris generated through routine maintenance activities.

G. Maintenance Supplies. Reasonable and necessary consumable supplies and materials used in the performance of operations and maintenance services, including cleaning supplies, filters, paint, hardware, light bulbs, replacement parts, and similar maintenance items.

H. Maintenance Labor. Reasonable direct labor costs, including wages and associated fringe benefits, for maintenance personnel or qualified contractors performing operations and maintenance services required under this Agreement.

3.4 Non-Reimbursable Costs. The following costs are not eligible for reimbursement under this Agreement and shall not be paid from the Annual Operations Funding:

A. Costs paid, reimbursed, or otherwise funded under the Program Services Agreement or any other City agreement, grant, or funding source.

B. Capital improvements, betterments, or major alterations that increase the value, useful life, capacity, or footprint of the Property, unless expressly authorized by the City.

C. Debt service, loan payments, financing charges, interest, or similar financial costs.

D. Fines, penalties, legal judgments, or costs resulting from the Operator's failure to comply with applicable laws, regulations, permit requirements, or the terms of this Agreement.

E. General organizational overhead or administrative expenses that are not directly attributable to the operation and maintenance of the Property, unless specifically identified, budgeted, and approved in writing by the City.

F. Program services, including case management, participant eligibility, resident services, supportive services, or staffing whose primary duties are unrelated to property operations and maintenance.

G. Landscaping, irrigation, mowing, trimming, tree maintenance, seasonal grounds maintenance, or other grounds maintenance services that the City expressly retains under this Agreement.

H. Costs that are recoverable through warranties, insurance proceeds, manufacturer guarantees, or other third-party reimbursement sources.

3.5 Advance City Approvals for Other Costs. Any cost not clearly covered in Section 3.3 must be approved in writing by the City in advance to be considered allowable.

3.6 Cost Approval Thresholds.

A. The Operator may incur routine allowable costs of Two Thousand Five Hundred Dollars (\$2,500) or less per occurrence without prior City approval, provided the cost is included within the approved Operations Budget as set forth in Section 4.1, is allowable under Section 3.3, is not otherwise restricted by this Agreement, and is documented in the applicable financial and operations report required under Section 5.

B. For any non-emergency repair, service, vendor work, or purchase estimated to exceed Two Thousand Five Hundred Dollars (\$2,500) but not exceed Five Thousand Dollars (\$5,000) per occurrence, the Operator shall provide written notice to the City contract administrator before authorizing the work. Written notice may be provided by email and shall include the nature of the issue, the estimated cost, the proposed vendor or method of repair, and whether the cost is included in the approved Operations Budget

as set forth in Section 4.1. The Operator may proceed after receiving written concurrence from the City contract administrator or other designated City official.

C. For any non-emergency repair, service, vendor work, or purchase estimated to exceed Five Thousand Dollars (\$5,000) per occurrence, the Operator shall obtain prior written approval from the City before authorizing the work. The request shall include the nature of the issue, estimated cost, proposed vendor or method of repair, available warranty or insurance information if applicable, and the impact to the approved Operations Budget as set forth in Section 4.1.

D. Prior City approval is not required when immediate action is necessary to protect health, safety, habitability, essential utilities, or the Property. Emergency work without prior approval shall be limited to the work reasonably necessary to stabilize the condition, prevent further damage, or restore essential habitability. The Operator shall notify the City contract administrator or other designated City official as soon as practicable and no later than the next business day. Operator shall provide written follow-up within two (2) business days.

E. Non-emergency follow-up work after emergency stabilization shall be subject to the approval thresholds in this Section.

F. The Operator shall not divide, split, or phase related work to avoid approval thresholds.

G. The City may require the use of City-approved vendors, City term contracts, warranty vendors, insurance-approved vendors, or other designated vendors when applicable.

4. Budgeting and Payment Structure.

4.1 Operations Budget. For the Initial Term, the Operator shall submit a line-item operations budget ("Operations Budget") to the City for review and approval no later than thirty (30) calendar days after this Agreement is executed. For each subsequent year of the Term, the Operator shall submit an Operations Budget to the City for review and approval no later than thirty (30) calendar days prior to the beginning of the applicable year of the Term, or as otherwise approved by the City. Each Operations Budget shall allocate the Annual Operations Funding among the eligible cost categories identified in Section 3.3.

4.2 Funding Limitation. The City's total financial obligation under this Agreement shall not exceed the applicable Annual Operations Funding. The Operator shall be solely responsible for costs incurred in excess of the Annual Operations Funding unless otherwise authorized by the City in writing.

4.3 Adjustments or Withholding. The City may reduce, defer, or withhold reimbursement payments for:

A. Material noncompliance with reporting requirements.

- B. Use of funds for unallowable costs.
- C. Failure to maintain the Property in accordance with this Agreement.
- D. Failure to provide an acceptable underspending plan when requested.

4.4 Extraordinary Cost Requests. If the Operator identifies an extraordinary, unanticipated, or non-routine cost that cannot reasonably be absorbed within the approved Operations Budget or that may cause total costs to exceed the applicable Annual Operations Funding, the Operator shall submit a written request to the City before incurring the cost, except as allowed for emergency work. The City may approve, deny, request more information, authorize budget reallocation, issue written authorization, or manage the work directly. Extraordinary cost requests shall not be used to cover costs resulting from the Operator's failure to perform routine maintenance, failure to follow the Operations Manual approved as set forth in the Scope of Work, use of funds for unallowable costs, failure to control routine operating expenses, or costs already paid under another agreement or funding source.

5. Recording and Recordkeeping.

5.1 Bimonthly Reporting. Within fifteen (15) calendar days after the close of every two months during the Term, the Operator shall submit a written operations report ("Operations Report") for that period, in a format approved by the City, including at minimum:

- A. Line-item summary of expenditures for the reporting period and year to date by budget category.
- B. Remaining balance of Annual Operations Funding.
- C. Variances between budgeted and actual spending, with explanation.
- D. Summary of major repairs, emergencies, and facility incidents during the reporting period.
- E. Summary of trash removal, exterior cleanliness activities, and any landscaping or irrigation issues reported to the City.
- F. Preventative maintenance completed during the reporting period.
- G. Open and closed work orders by category.
- H. Major repairs, emergencies, and facility incidents during the reporting period.
- I. Turnover activity.
- J. Pest control activity.

K. Trash removal, exterior cleanliness activities, and any landscaping or irrigation issues reported to the City.

L. Utility interruptions or shutoff notices.

M. Unresolved conditions requiring City direction.

5.2 Annual Closeout. Within thirty (30) days after the end of each contract year, the Operator shall submit an annual closeout report and final financial reconciliation for that year.

5.3 Records. The Operator shall maintain complete and accurate financial and maintenance records relating to this Agreement, including invoices, receipts, work orders, maintenance logs, and vendor contracts, for at least five (5) years after the end of the Term or longer if required by law.

5.4 City Access and Audit. The City or its designee may inspect, copy, and audit all records related to this Agreement upon reasonable notice during normal business hours. The Operator shall cooperate fully with any City review or audit.

6. Use of Funds. The Operator shall use all funds provided under this Agreement solely for allowable operations costs as defined in Section 3 and in accordance with the approved Operations Budget for the applicable contract year.

7. Invoices. The City shall pay the Contractor, based upon work performed and completed to date, and upon submission and approval of invoices. Contractor shall submit all invoices for goods delivered or services performed under this Agreement to the City no later than thirty (30) calendar days after the completion of such goods or services and may submit invoices to the City on a monthly basis. Payment shall be made within thirty (30) days of the City's approval of each invoice. Failure to submit invoices in a timely manner may result in delays in payment processing. The City reserves the right to reject or delay payment on any invoice submitted more than sixty (60) days after the completion of services or delivery of goods, unless otherwise agreed upon in writing. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

8. Safety Plan. Operator shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Operator's sole determination, the Services to be provided do not require a safety plan, Operator shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

9. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

10. Operator Personnel. Operator shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement.

Operator agrees to assign specific individuals to key positions. If deemed qualified, the Operator is encouraged to hire City residents to fill vacant positions at all levels. Operator agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Operator shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

11. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Operator's performance. The Operator shall provide and maintain a self-inspection system that is acceptable to the City.

12. Licenses; Materials. Operator shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Operator. The City has no obligation to provide Operator, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Operator.

13. Performance Warranty. Operator warrants that the Services rendered will conform to the requirements of this Agreement and be performed with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

14. Coordination with Program Services Agreement. This Agreement governs the operation and maintenance of the Property only. Program services, including case management, participant eligibility, resident services, program rules, and other supportive services, are governed by the separate Program Services Agreement. The Operator shall maintain separate records, documentation, and cost allocations sufficient to clearly distinguish the Services performed herein and prevent duplication of costs or responsibilities. In the event of a conflict regarding the Services, the terms of this Agreement shall govern. The Operator shall coordinate with program staff on matters affecting residents; however, maintenance personnel may communicate directly with residents when necessary to schedule access, perform repairs, respond to emergencies, or address health, safety, security, or habitability issues.

15. Indemnification. To the fullest extent permitted by law, the Operator shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Operator, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

16. Insurance.

16.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Operator, Operator shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Operator. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Operator from, nor be construed as or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. 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 are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Operator's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery

(subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Operator. Operator shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Operator shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Operator shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Operator. Operator shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Operator will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Operator's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Operator's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Operator’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Operator under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Operator shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

16.2 Required Insurance Coverage.

A. Commercial General Liability. Operator shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products and Completed Operations Annual Aggregate and a \$4,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, sexual abuse and molestation (SAM), personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Operator shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Operator’s owned, hired and non-owned vehicles assigned to or used in the performance of the Operator’s work or

services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Operator engages in any professional services or work in any way related to performing the work under this Agreement, the Operator shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Operator, or anyone employed by the Operator, or anyone for whose negligent acts, mistakes, errors and omissions the Operator is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Operator employs anyone who is required by law to be covered by workers' compensation insurance, Operator shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Operator's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

16.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

17. Termination; Cancellation.

17.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Operator of written notice by the City. Upon termination for convenience, Operator shall be paid for all undisputed services performed to the termination date.

17.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of

such termination for cause, payment shall be made by the City to the Operator for the undisputed portion of its fee due as of the termination date.

17.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Operator in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Operator for the undisputed portion of its fee due as of the termination date.

17.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Operator to any other party of this Agreement with respect to the subject matter of this Agreement.

17.5 Gratuities. The City may, by written notice to the Operator, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Operator or any agent or representative of the Operator to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Operator an amount equal to 150% of the gratuity.

17.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Operator informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Operator hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

18. Miscellaneous.

18.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or

agent of the other for any purpose whatsoever. The Operator acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Operator, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Operator, its employees or subcontractors. The Operator, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Operator meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit A. Operator is neither prohibited from entering into other contracts nor prohibited from providing its services elsewhere. City and Operator do not intend to nor will they combine business operations under this Agreement.

18.3 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

18.4 Laws and Regulations. Operator shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Operator is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

18.5 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Operator.

18.6 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

18.7 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

18.8 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

18.9 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Operator without prior, written permission of the City, signed by the City Manager or authorized designee. Any attempted assignment or delegation by Operator in violation of this provision shall be a breach of this Agreement by Operator.

18.11 Subcontracts. No subcontract shall be entered into by the Operator with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Operator is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Operator.

18.12 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Operator from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

18.13 Attorneys' Fees. 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 shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

18.14 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

18.15 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Operator any amounts Operator owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Operator any amounts Operator owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

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

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Procurement Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Attorney's Office

If to Operator: A NEW LEAF, INC.
868 E. University Dr.
Mesa, AZ 85203
Attn: Larry Grubbs
Email: contracts@turnanewleaf.org
Phone: 480.969.4024 x. 4019

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

18.17 Confidentiality of Records. The Operator shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Operator's duties under this Agreement. Persons requesting such information should be referred to the City. Operator also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Operator as needed for the performance of duties under this Agreement.

18.18 Records and Audit Rights. To ensure that the Operator and its subcontractors are complying with the warranty under Section 18.19, Operator's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Operator and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Operator's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B)

evaluation of the Operator's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 18.19. To the extent necessary for the City to audit Records as set forth in this subsection, Operator and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Operator pursuant to this Agreement. Operator and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Operator or its subcontractors reasonable advance notice of intended audits. Operator shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

18.20 Boycotts of Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

18.21 Forced Labor. Contractor certifies that it does not, and agrees for the duration of this Agreement that it, its subcontractors, and its suppliers will not, use the forced labor of ethnic Uyghurs in the People's Republic of China nor any products or services derived from the force labor of ethnic Uyghurs.

18.22 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, or the Fee Proposal, the documents shall govern in the order listed herein.

18.23 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

18.24 Federally Funded Purchases. When Federal funds are used to fund the purchase of goods and services, 2CFR PART 200 and other applicable federal terms and conditions shall apply.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth below.

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Ron Corbin, City Manager

Date: _____

“Operator”

A NEW LEAF, INC.
an Arizona Corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
A NEW LEAF, INC.

[Scope of Work and Fee Proposal]

See following pages.

Scope of Work

1. Scope of Operations and Maintenance Services

1.1 General Duty. The Operator shall operate, maintain, and manage the Property in a safe, sanitary, habitable, and code-compliant condition, consistent with City standards, applicable building and housing codes, and the Property's intended use as bridge housing for families.

1.2 Scope. The Services include property operations and maintenance services only. Unless expressly authorized in writing by the City, the Services do not include case management, eligibility determinations, resident program rules, supportive services, or other program services governed by the Program Services Agreement.

1.3 Performance Standard. The Operator shall furnish all labor, supervision, tools, materials, supplies, equipment, transportation, permits, and incidental services necessary to perform the Services, except as otherwise expressly stated.

1.4 Coordination. The Operator shall coordinate performance of the Services with the City and, if applicable, any separate program services operator so that property operations are carried out without unnecessary disruption to residents or City operations.

2. Building Operation, Maintenance, and Repairs

2.1 Building Operations. The Operator's responsibilities include, at a minimum:

A. Coordination and payment of utilities and services required for operation of the Property

B. Routine and preventative maintenance of buildings, systems, and equipment.

C. Turnover activities between households, including cleaning, basic repairs, and preparation for occupancy.

D. Exterior cleanliness and reporting of landscaping, irrigation, or grounds concerns, excluding routine landscaping, irrigation, and grounds maintenance retained by the City.

E. Timely response to emergency facility issues that impact health, safety, security, or habitability.

F. Coordination with the City regarding warranty-covered items and insurance-covered losses.

2.2 Routing and Preventative Maintenance. The Operator shall perform all routine and preventative maintenance necessary to keep the Property in good working order, including regular servicing of HVAC, plumbing, electrical systems, appliances, doors, locks, windows, lighting, and life safety systems, consistent with manufacturer recommendations, warranty requirements, City standards, and applicable law.

2.3 Repairs. The Operator shall promptly address repair needs affecting safety, habitability, sanitation, security, or operation of the Property. The Operator shall use materials and replacement parts compatible with the existing system and of equivalent or better quality, unless the City approves otherwise in writing.

2.4 Emergency Repairs. The Operator shall provide twenty-four (24) hour, seven (7) day emergency response capability throughout the Term. Emergency issues shall receive immediate attention. The Operator shall take immediate action reasonably necessary to protect health, safety, habitability, essential utility service, security, and the Property, and shall take reasonable measures to stabilize the condition and prevent further damage.

2.5 Warranties and Insurance. The Operator shall promptly notify the City of defects, damage, or losses that may be covered by builder warranty, manufacturer warranty, or insurance policies held by the City. The Operator shall assist the City in submitting and managing warranty or insurance claims and shall coordinate work so that warranty and insurance coverage is utilized before Agreement funds are used.

2.6 Damage by Program Participation and/or Guests. The Operator shall address damage caused by program participants or guests consistent with its program policies. Repairs shall be limited to allowable costs and only to the extent such costs are not recoverable from other sources.

2.7 Conditions Requiring City Direction. The Operator shall promptly notify the City if the Operator determines that a condition may involve:

- A. Capital improvement.
- B. Structural alteration.
- C. Major system replacement.
- D. Builder or manufacturer warranty issue.
- E. Insurance-covered loss.

3. Utilities and Other Building Services

3.1 Accounts. The Operator shall establish and maintain utility and service accounts for the Property as necessary to carry out the Services unless the City specifies otherwise in writing.

3.2 Payment Responsibility. The Operator shall pay utilities and services on time and shall avoid service interruptions that could compromise habitability or program operations.

3.3 Utility Notices and Interruptions. The Operator shall notify the City on the same business day of any shutoff notice, outage, or interruption affecting safety, habitability, or operations at the Property.

4. City Retained Landscaping and Exterior Responsibilities

4.1 City Retained Landscaping. The City shall retain responsibility for routine landscaping, mowing, trimming, irrigation system operation and repair, seasonal yard maintenance, and related landscape vendor management.

4.2 Operator Exterior Responsibilities. The Operator shall maintain exterior areas within Operator control in a clean, orderly, and code-compliant condition and shall promptly report landscaping, irrigation, or grounds concerns requiring City action. The Operator's responsibilities under this Section include:

A. Litter removal and exterior cleaning not covered by the City's landscaping contract.

B. Prompt reporting of hazards such as fallen branches, broken irrigation lines, or unsafe walkways requiring City action.

C. Addressing exterior hazards within the Operator's control that affect safe access, sanitation, security, or habitability.

4.3 Trash and Recycling. The Operator shall ensure that trash service is provided through one shared commercial dumpster with service no less than twice per month, subject to use and operational need, and that dumpsters or containers are used properly and kept free from overflow, illegal dumping, and nuisance conditions.

4.4 Exterior Materials and Storage. The Operator shall maintain rules and procedures limiting materials left outside on patios and in shared public spaces. Patios and shared public spaces shall not be used for storage. Trash shall be placed in the dumpster. Residents shall not place items in windows or tie, hang, or attach items to fencing.

4.5 Pest Control. The Operator shall provide or coordinate pest control services reasonably necessary to maintain sanitary and habitable conditions.

5. Alterations, Improvements, and Signage

5.1 City Approval Required. The Operator shall not make any structural changes, capital improvements, or significant alterations to the Property without the prior written approval of the City, including but not limited to:

- A. Exterior modifications, additions, or removal of building elements.
- B. Installation or removal of fencing, security gates, or major security systems.
- C. Changes to building systems, including HVAC, electrical panels, or plumbing mains.
- D. Installation of permanent play equipment, storage structures, or large fixtures.
- E. Changes to exterior paint color, materials, or major landscaping redesign.

5.2 Minor Interior Changes. The Operator may perform minor cosmetic interior work necessary for turnover and maintenance, such as interior repainting in City-approved colors, replacement of flooring with substantially similar materials, or replacement of fixtures with equivalent quality, without prior written approval, provided that such work is documented in maintenance records.

5.3 Signage. Any permanent signage on the Property must be approved in advance by the City, including content, design, and placement. Temporary informational signage needed for operations may be used consistent with City standards.

6. Operations and Maintenance Manual

6.1 Development. Within thirty (30) calendar days after the Effective Date of this Agreement, the Operator shall prepare and submit an Operations and Maintenance Manual ("Operations Manual") for the Property to the City for review and approval. The Operator shall submit the Operations Manual electronically to the City's designated Contract Administrator or other City representative identified in writing.

6.2 Contents. The Operations Manual shall, at a minimum, include:

- A. A detailed operations and maintenance schedule identifying routine tasks, responsibilities, and procedures for trash service coordination, including commercial waste service scheduling (no less than twice per month, subject to occupancy and operational need), exterior cleanliness activities within the Operator's responsibility, and procedures for identifying and reporting landscaping, irrigation, and grounds conditions requiring City action.
- B. Preventative maintenance schedules and procedures for all major building systems, equipment, and other assets within the Operator's responsibility, including inspection frequencies, maintenance activities, and recordkeeping requirements.

C. Work order management procedures addressing routine maintenance requests, urgent work, emergency response, after-hours facility issues, prioritization, escalation, documentation, and completion tracking.

D. Unit turnover procedures, including vacancy inspections, cleaning standards, repair procedures, inspection checklists, quality control reviews, and unit readiness verification.

E. Emergency preparedness and response procedures for fire, flooding, utility outages, life-safety incidents, hazardous conditions, and other facility emergencies, including notification, communication, stabilization, and recovery protocols.

F. Communication and reporting procedures with the City for major repairs, warranty claims, insurance claims, City-retained landscaping or grounds issues, routine reporting, and other operational matters requiring City coordination.

G. Any additional operating procedures, forms, checklists, logs, contact lists, or supporting documentation necessary to safely, efficiently, and effectively operate and maintain the Property in accordance with this Agreement.

6.3 Review and Approval. The City will review the submitted Operations Manual and may require revisions as necessary to ensure compliance with this Agreement and the City's operational requirements. The Operator shall revise and resubmit the Operations Manual within ten (10) business days of receiving the City's comments, or within another timeframe approved by the City. No operations governed by the Operations Manual shall commence until the City has provided written approval. Following approval, the Operations Manual shall be incorporated into this Agreement as Exhibit B. Any subsequent revisions to the Operations Manual shall require the City's prior written approval.

6.4 Updates. The Operator shall review the Operations Manual annually and submit any proposed revisions to the City for written approval. No revisions shall take effect until approved by the City.

Proposed Operational Cost - Avondale Bridge Housing		
Budget Line	Annual Amount	Notes
Utilities and basic services	\$26,400	\$2,200/mo. x 12 months
Facility maintenance and repairs	\$11,400	\$950/mo. x 12 months
Pest control	\$1,999	\$150/mo. + \$199 annual termite service
Turnover costs	\$5,040	.07 FTE Custodial tech/cleaning supplies (24 turnovers x \$60)
Exterior upkeep within Operator's scope (excluding landscaping)	\$5,280	\$440.00/mo. x 12 months
Emergency facility and safety costs	\$1,200	\$100/mo x 12 months
Trash removal	\$4,950	\$412.50/mo. x 12 months
Property maintenance/cleaning supplies	\$7,111	maintenance/repair supplies
Personnel / direct labor costs	\$5,200	.1 FTE Maintenance
Fringe / ERE	\$1,170	22.5% of salaries
Other	\$45,750	insurance, travel, indirect costs
Total Anticipated Annual Cost	\$115,500	

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
A NEW LEAF, INC.

[Operations Manual]

To be attached after execution.

ITEM NUMBER: 3.e.

SUBJECT: Ordinance 2032-0826 — License Agreement with Tower Lease Agreement – ATC Site 420051 (Coldwater Springs)

MEETING DATE: 8/31/2026

TO: Mayor and Council

FROM: Kimberly Moon, Engineering Director

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

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

STRATEGIC PLAN:

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

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2032-0826, approving the First Amendment to Tower Lease Agreement with Cellco Partnership d/b/a Verizon Wireless, acting through ATC Sequoia LLC as attorney-in-fact, for ATC Site No. 420051 (Coldwater Springs), to extend the lease term, revise rent and escalation provisions, and update other lease terms, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale entered into a Tower Lease Agreement dated July 1, 2013, with Cellco Partnership d/b/a Verizon Wireless for the lease of a portion of City-owned property at the Coldwater Springs site, identified as ATC Site No. 420051 and VZW Site No. 250662. The leased premises include associated access and utility easements necessary for operation of the telecommunications facility.

In 2015, Verizon Wireless entered into agreements with ATC Sequoia LLC (American Tower) under which American Tower subleases, manages, operates, and maintains the leased premises. Verizon Wireless also granted American Tower a limited power of attorney to negotiate and execute certain documents on its behalf.

The proposed First Amendment extends the lease by providing five additional five-year renewal options beyond the existing term, which is currently scheduled to expire October 31, 2033 assuming all existing renewal options are exercised. If all additional renewal options are exercised, the lease could continue through October 31, 2058.

Under the proposed Amendment, the City will receive a one-time payment of \$15,000. The current monthly

rent is \$2,266.61 and will increase by 3.5% annually beginning November 1, 2026. The Amendment also updates notice requirements, establishes a limited right of first refusal, and provides for execution and recording of a Memorandum of Lease. Except as modified by the Amendment, the existing Tower Lease Agreement remains in full force and effect

DISCUSSION:

The proposed First Amendment to the Tower Lease Agreement for ATC Site No. 420051 (Coldwater Springs) extends the existing lease by providing five additional five-year renewal options and updates the financial and administrative terms associated with the telecommunications facility. The Amendment provides the City with a one-time payment of \$15,000, maintains the current monthly rent of \$2,266.61, and establishes a 3.5% annual rent increase beginning November 1, 2026.

The Amendment supports the continued operation and maintenance of the existing telecommunications facility while establishing updated terms governing the long-term use of the City-owned property. It also updates notice requirements, establishes a limited right of first refusal, and provides for execution and recording of a Memorandum of Lease.

Approval of the Ordinance will allow the City to proceed with the First Amendment, provide for continued lease revenue, and establish the terms under which the telecommunications site may remain in operation through October 31, 2058, if all renewal options are exercised. Except as modified by the Amendment, the existing Tower Lease Agreement will remain in full force and effect.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance approving the First Amendment to the Tower Lease Agreement for ATC Site No. 420051 (Coldwater Springs) to extend the lease term and update the financial and administrative terms associated with the telecommunications facility. Staff further recommends authorizing the Mayor or City Manager, City Attorney, and City Clerk to execute all necessary documents to finalize the agreement

Contact person for document distribution: Jonathan Almanza, Kimberly Moon

ORDINANCE NO. 2032-0826

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE TOWER LEASE AGREEMENT BETWEEN THE CITY OF AVONDALE AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS.

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

SECTION 1. The First Amendment to Tower Lease Agreement between the City of Avondale and Cellco Partnership d/b/a Verizon Wireless (the “First Amendment”) is hereby approved in the form attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps 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, August 31, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2032-0826

[First Amendment to Tower Lease Agreement]

See following pages.

FIRST AMENDMENT TO TOWER LEASE AGREEMENT

This First Amendment to Tower Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Avondale**, an Arizona municipal corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Tower Lease Agreement dated July 1, 2013 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Fifteen Thousand and 00/100 Dollars (\$15,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before May 31, 2026; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on November 1, 2013, and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on October 31, 2033. The Lease is hereby amended to provide Tenant with the option to extend the Lease for each of five (5) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**") pursuant to the terms and the procedure set forth in Section 1.2 of the Lease. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s).

The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** As of the Effective Date, the Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease is currently equal to **Two Thousand Two Hundred Sixty-Six and 61/100 Dollars (\$2,266.61)** per month (the "**Rent**"). Commencing on November 1, 2026, and on each successive annual anniversary thereof, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to **three and one-half percent (3.5%)** of the then current Rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Avondale Arizona**.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease.
5. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
6. **Notices.** The Parties acknowledge and agree that Section 9.14 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 11465 West Civic Ctr Drive, Avondale, AZ 85323; with a copy to: City of Avondale, Attn.: City Attorney's Office, 11465 West Civic Ctr Drive, Avondale, AZ 85323; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn: Legal Department, 222 Berkeley Street, 7th Floor, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the

manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

7. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
8. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Avondale,
an Arizona municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____



Richard P. Palermo

Senior Counsel, US Tower

7/21/26

ATC Site No: 420051

VZW Site No: 250662

Site Name: Coldwater Springs AZ

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PARCEL OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHWEST CORNER OF SAID LOT ONE BEARS NORTH 88°22'22" WEST A DISTANCE OF 497.81 FEET; THENCE NORTH 88°22'22" WEST, ALONG THE NORTH LINE OF SAID LOT ONE, 37.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'27" WEST, 37.85 FEET; THENCE NORTH 88°17'30" WEST, 34.70 FEET; THENCE SOUTH 85°38'41" WEST, 33.63 FEET; THENCE NORTH 90°00'00" WEST, 9.89 FEET; THENCE NORTH 82°33'02" WEST, 56.81 FEET; THENCE NORTH 84°56'43" WEST, 31.18 FEET; THENCE NORTH 89°00'00" WEST, 17.20 FEET; THENCE SOUTH 87°48'12" WEST, 45.04 FEET; THENCE SOUTH 87°45'34" WEST, 61.12 FEET; THENCE NORTH 89°36'30" WEST, 31.59 FEET; THENCE NORTH 87°01'40" WEST, 56.04 FEET; THENCE SOUTH 88°50'22" WEST, 21.77 FEET; THENCE SOUTH 82°16'51" WEST, 20.03 FEET; THENCE NORTH 88°17'30" WEST, 5.00 FEET; THENCE SOUTH 01°39'57" WEST, 6.00 FEET; THENCE SOUTH 88°17'30" EAST, 2.50 FEET; THENCE SOUTH 01°42'30" WEST, 32.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°19'56" WEST, 8.17 FEET; THENCE SOUTH 01°26'36" WEST, 45.00 FEET; THENCE SOUTH 88°19'56" EAST, 21.00 FEET; THENCE NORTH 01°26'36" EAST, 45.00 FEET; THENCE NORTH 88°19'56" WEST, 12.83 FEET TO THE POINT OF BEGINNING.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A 8.00' WIDE STRIP OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, LYING 4.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHWEST CORNER OF SAID LOT ONE BEARS NORTH 88°22'22" WEST A DISTANCE OF 497.81 FEET; THENCE NORTH 88°22'22" WEST, ALONG THE NORTH LINE OF SAID LOT ONE, 37.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'27" WEST, 37.85 FEET; THENCE NORTH 88°17'30" WEST, 34.70 FEET; THENCE SOUTH 85°38'41" WEST, 33.63 FEET; THENCE NORTH 90°00'00" WEST, 9.89 FEET; THENCE NORTH 82°33'02" WEST, 56.81 FEET; THENCE NORTH 84°56'43" WEST, 31.18 FEET; THENCE NORTH 89°00'00" WEST, 17.20 FEET; THENCE SOUTH 87°48'12" WEST, 45.04 FEET; THENCE SOUTH 87°45'34" WEST, 61.12 FEET; THENCE NORTH 89°36'30" WEST, 31.59 FEET; THENCE NORTH 87°01'40" WEST, 56.04 FEET; THENCE SOUTH 88°50'22" WEST, 21.77 FEET; THENCE SOUTH 82°16'51" WEST, 20.03 FEET; THENCE NORTH 88°17'30" WEST, 5.00 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO TERMINATE UPON THE NORTH LINE OF SAID LOT ONE.

A 5.00' WIDE STRIP OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, LYING 2.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHWEST CORNER OF SAID LOT ONE BEARS NORTH 88°22'22" WEST A DISTANCE OF 497.81 FEET; THENCE NORTH 88°22'22" WEST, ALONG THE NORTH LINE OF SAID LOT ONE, 37.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'27" WEST, 37.85 FEET; THENCE NORTH 88°17'30" WEST, 34.70 FEET; THENCE SOUTH 85°38'41" WEST, 33.63 FEET; THENCE NORTH 90°00'00" WEST, 9.89 FEET; THENCE NORTH 82°33'02" WEST, 56.81 FEET; THENCE NORTH 84°56'43" WEST, 31.18 FEET; THENCE NORTH 89°00'00" WEST, 17.20 FEET; THENCE SOUTH 87°48'12" WEST, 45.04 FEET; THENCE SOUTH 87°45'34" WEST, 61.12 FEET; THENCE NORTH 89°36'30" WEST, 31.59 FEET; THENCE NORTH 87°01'40" WEST, 56.04 FEET; THENCE SOUTH 88°50'22" WEST, 21.77 FEET; THENCE SOUTH 82°16'51" WEST, 20.03 FEET; THENCE NORTH 88°17'30" WEST, 5.00 FEET; THENCE SOUTH 01°39'57" WEST, 4.00 FEET; THENCE SOUTH 88°17'30" EAST, 2.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'30" WEST, 34.55 FEET TO THE POINT OF TERMINUS.

A 4.00' WIDE STRIP OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, LYING 2.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHEAST CORNER OF SAID LOT ONE BEARS SOUTH 88°22'22" EAST A DISTANCE OF 497.81 FEET; THENCE SOUTH 88°22'22" EAST, ALONG THE NORTH LINE OF SAID LOT ONE, 72.51 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'30" WEST, 75.43 FEET TO A POINT HEREON REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 01°42'30" WEST, 5.43 FEET; THENCE NORTH 88°19'56" WEST, 30.26 FEET TO THE POINT OF TERMINUS.

ALSO BEGINNING FROM SAID POINT "A"; THENCE SOUTH 88°17'45" EAST, 26.18 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO TERMINATE UPON THE NORTH LINE OF SAID LOT ONE.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Denise Dezendorf, Esq.
ATC Site No: 420051
ATC Site Name: Coldwater Springs AZ
Assessor's Parcel No(s): 500-27-008

Prior Recorded Lease Reference:

State of Arizona
County of Maricopa

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Avondale**, an Arizona municipal corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Tower Lease Agreement dated July 1, 2013 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be October 31, 2058. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 420051
VZW Site No: 250662
Site Name: Coldwater Springs AZ

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 11465 West Civic Ctr Drive, Avondale, AZ 85323; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn: Legal Department, 222 Berkeley Street, 7th Floor, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Avondale,
an Arizona municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: [Signature]
Print Name: Richard P. Palermo
Title: Senior Counsel, US Tower
Date: 7/21/26

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 21 day of July, 2026, before me, the undersigned Notary Public, personally appeared Richard P. Palermo, Sr. Counsel, US Tower who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public
Print Name: Renata F. Santo
My commission expires: 06/02/28



Renata F. Santo
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
June 2, 2028

[SEAL]

ATC Site No: 420051
VZW Site No: 250662
Site Name: Coldwater Springs AZ

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PARCEL OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHWEST CORNER OF SAID LOT ONE BEARS NORTH 88°22'22" WEST A DISTANCE OF 497.81 FEET; THENCE NORTH 88°22'22" WEST, ALONG THE NORTH LINE OF SAID LOT ONE, 37.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'27" WEST, 37.85 FEET; THENCE NORTH 88°17'30" WEST, 34.70 FEET; THENCE SOUTH 85°38'41" WEST, 33.63 FEET; THENCE NORTH 90°00'00" WEST, 9.89 FEET; THENCE NORTH 82°33'02" WEST, 56.81 FEET; THENCE NORTH 84°56'43" WEST, 31.18 FEET; THENCE NORTH 89°00'00" WEST, 17.20 FEET; THENCE SOUTH 87°48'12" WEST, 45.04 FEET; THENCE SOUTH 87°45'34" WEST, 61.12 FEET; THENCE NORTH 89°36'30" WEST, 31.59 FEET; THENCE NORTH 87°01'40" WEST, 56.04 FEET; THENCE SOUTH 88°50'22" WEST, 21.77 FEET; THENCE SOUTH 82°16'51" WEST, 20.03 FEET; THENCE NORTH 88°17'30" WEST, 5.00 FEET; THENCE SOUTH 01°39'57" WEST, 6.00 FEET; THENCE SOUTH 88°17'30" EAST, 2.50 FEET; THENCE SOUTH 01°42'30" WEST, 32.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°19'56" WEST, 8.17 FEET; THENCE SOUTH 01°26'36" WEST, 45.00 FEET; THENCE SOUTH 88°19'56" EAST, 21.00 FEET; THENCE NORTH 01°26'36" EAST, 45.00 FEET; THENCE NORTH 88°19'56" WEST, 12.83 FEET TO THE POINT OF BEGINNING.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A 8.00' WIDE STRIP OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, LYING 4.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHWEST CORNER OF SAID LOT ONE BEARS NORTH 88°22'22" WEST A DISTANCE OF 497.81 FEET; THENCE NORTH 88°22'22" WEST, ALONG THE NORTH LINE OF SAID LOT ONE, 37.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'27" WEST, 37.85 FEET; THENCE NORTH 88°17'30" WEST, 34.70 FEET; THENCE SOUTH 85°38'41" WEST, 33.63 FEET; THENCE NORTH 90°00'00" WEST, 9.89 FEET; THENCE NORTH 82°33'02" WEST, 56.81 FEET; THENCE NORTH 84°56'43" WEST, 31.18 FEET; THENCE NORTH 89°00'00" WEST, 17.20 FEET; THENCE SOUTH 87°48'12" WEST, 45.04 FEET; THENCE SOUTH 87°45'34" WEST, 61.12 FEET; THENCE NORTH 89°36'30" WEST, 31.59 FEET; THENCE NORTH 87°01'40" WEST, 56.04 FEET; THENCE SOUTH 88°50'22" WEST, 21.77 FEET; THENCE SOUTH 82°16'51" WEST, 20.03 FEET; THENCE NORTH 88°17'30" WEST, 5.00 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO TERMINATE UPON THE NORTH LINE OF SAID LOT ONE.

A 5.00' WIDE STRIP OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, LYING 2.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHWEST CORNER OF SAID LOT ONE BEARS NORTH 88°22'22" WEST A DISTANCE OF 497.81 FEET; THENCE NORTH 88°22'22" WEST, ALONG THE NORTH LINE OF SAID LOT ONE, 37.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'27" WEST, 37.85 FEET; THENCE NORTH 88°17'30" WEST, 34.70 FEET; THENCE SOUTH 85°38'41" WEST, 33.63 FEET; THENCE NORTH 90°00'00" WEST, 9.89 FEET; THENCE NORTH 82°33'02" WEST, 56.81 FEET; THENCE NORTH 84°56'43" WEST, 31.18 FEET; THENCE NORTH 89°00'00" WEST, 17.20 FEET; THENCE SOUTH 87°48'12" WEST, 45.04 FEET; THENCE SOUTH 87°45'34" WEST, 61.12 FEET; THENCE NORTH 89°36'30" WEST, 31.59 FEET; THENCE NORTH 87°01'40" WEST, 56.04 FEET; THENCE SOUTH 88°50'22" WEST, 21.77 FEET; THENCE SOUTH 82°16'51" WEST, 20.03 FEET; THENCE NORTH 88°17'30" WEST, 5.00 FEET; THENCE SOUTH 01°39'57" WEST, 4.00 FEET; THENCE SOUTH 88°17'30" EAST, 2.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'30" WEST, 34.55 FEET TO THE POINT OF TERMINUS.

A 4.00' WIDE STRIP OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, LYING 2.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHEAST CORNER OF SAID LOT ONE BEARS SOUTH 88°22'22" EAST A DISTANCE OF 497.81 FEET; THENCE SOUTH 88°22'22" EAST, ALONG THE NORTH LINE OF SAID LOT ONE, 72.51 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'30" WEST, 75.43 FEET TO A POINT HEREON REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 01°42'30" WEST, 5.43 FEET; THENCE NORTH 88°19'56" WEST, 30.26 FEET TO THE POINT OF TERMINUS.

ALSO BEGINNING FROM SAID POINT "A"; THENCE SOUTH 88°17'45" EAST, 26.18 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO TERMINATE UPON THE NORTH LINE OF SAID LOT ONE.

ITEM NUMBER: 3.f.

SUBJECT: Ordinance 2033-0826, 2034-0826, 2035-0826 and 2036-0826 — Granting of Utility Easements to Arizona Public Service Related to Fire Station 171

MEETING DATE: 8/31/2026

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

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

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

STRATEGIC PLAN:

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

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

PURPOSE:

City Council will consider a request to adopt Ordinances 2033-0826, 2034-0826, 2035-0826, and 2036-0826, authorizing granting four (4) utility easements to Arizona Public Service as they relate to Fire Station 171 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City owns several parcels that are improved with City facilities, including the Sam Garcia Library and the newly constructed Fire Station 171. Staff plans to replat these parcels into a single parcel to simplify property ownership and eliminate unnecessary internal property lines. In preparation for the replat, City Council adopted the following Ordinances: (a) Ordinance 2028-0924 that abandoned a portion of Belmont Drive right-of-way; (b) Ordinance 2029-0924 that reserved a public utility easement in the abandoned Belmont Drive right-of-way; and (c) Ordinance 2005-0326 that abandoned a portion of city alleyway generally located south of Western Avenue between 5th and 6th Street, reserving a public utility easement thereon. The granting of the proposed Arizona Public Service (APS) utility easements represents the final property action necessary before the City can proceed with the replat of the property.

DISCUSSION:

APS currently maintains electrical infrastructure within or adjacent to the project area. In connection with the replat and site improvements, APS requires four (4) new utility easements to relocate electrical infrastructure and install a new switch box necessary to serve the property and surrounding utility system.

Following the City's grant of the new utility easements, APS will record documents abandoning existing utility

easements that are no longer necessary. Once those abandonments are recorded, the City may proceed with the replat process.

The easements contain a combined area of 3,110 square feet.

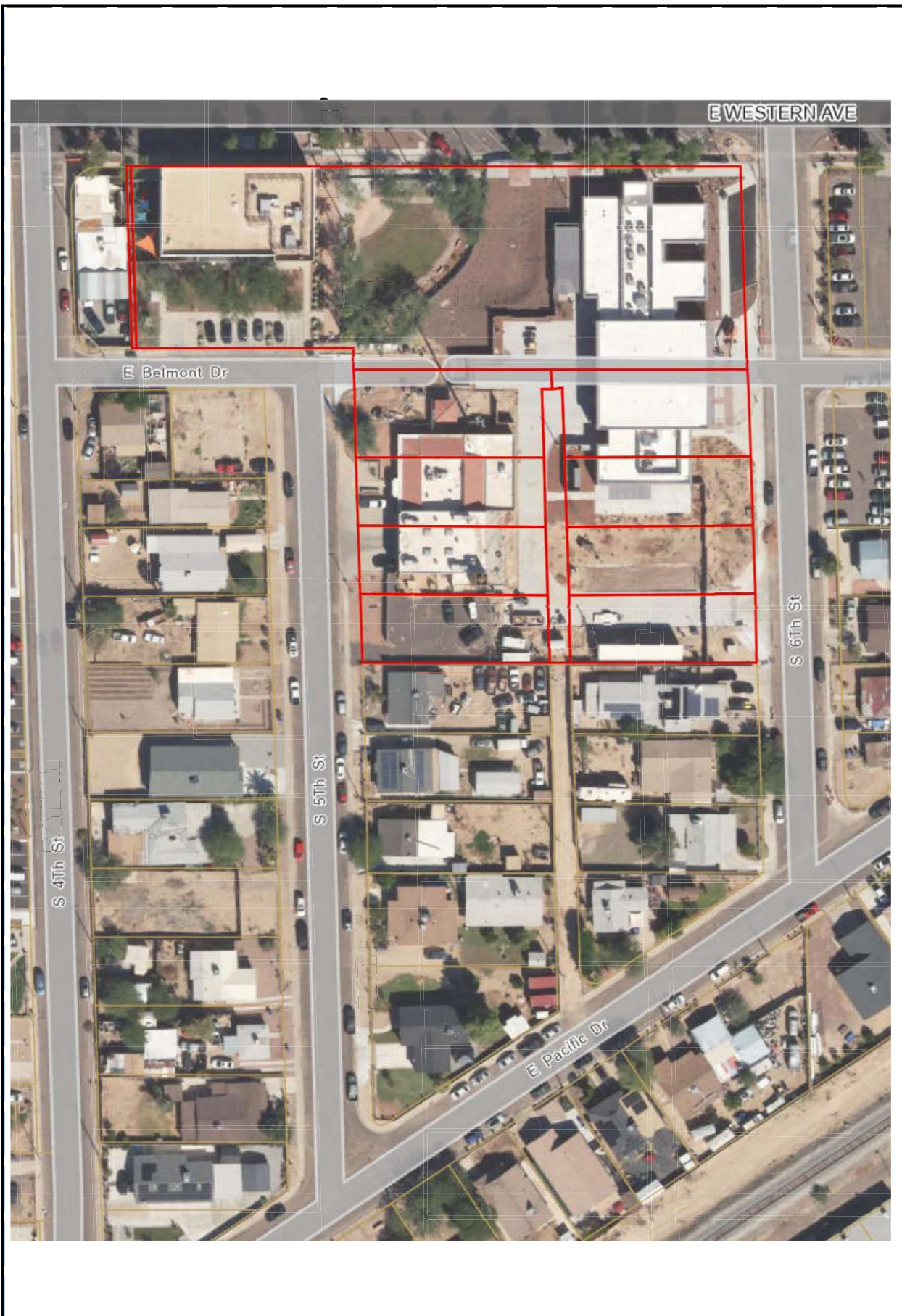
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt Ordinances authorizing granting four (4) utility easements to Arizona Public Service and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore



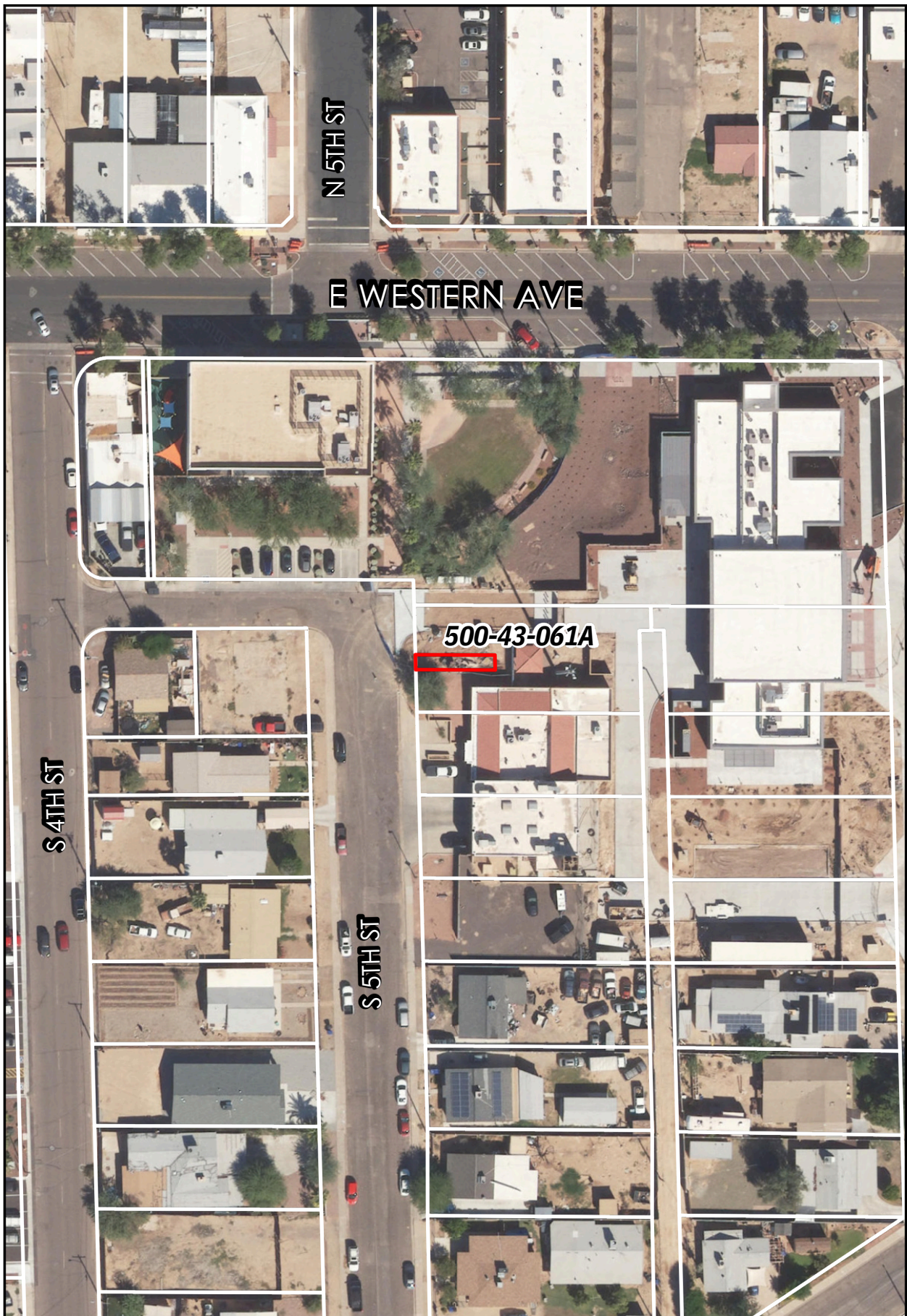
VICINITY MAP



— City-owned Parcels Subject
to Future Replat

Not to Scale





500-43-061A Utility Easement



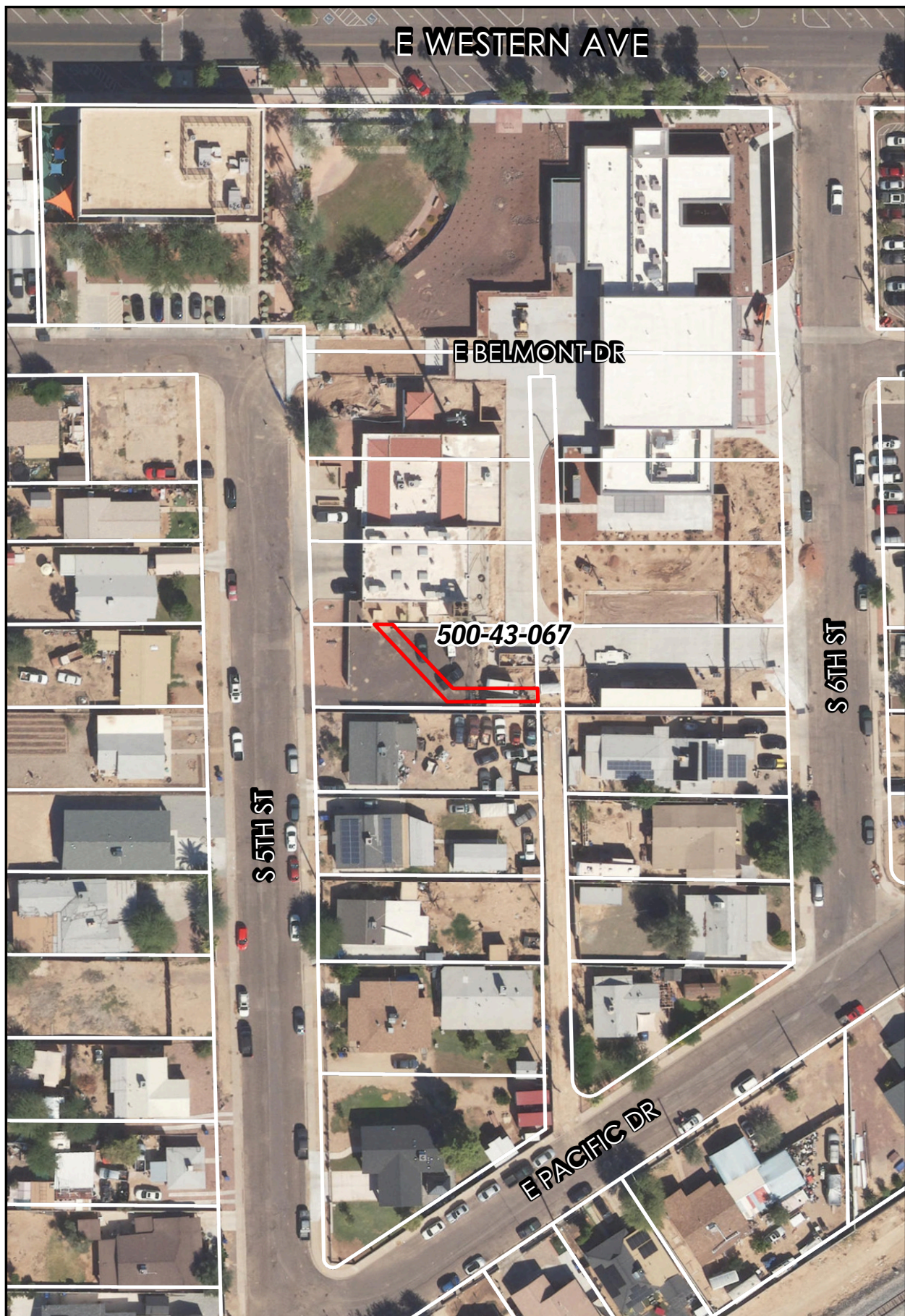
APS Utility Easement



— Utility Easement

Not to Scale





APS Utility Easement



— Utility Easement

Not to Scale





APS Utility Easement



— Utility Easement

Not to Scale



ORDINANCE NO. 2033-0826

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING A UTILITY EASEMENT, TO ARIZONA PUBLIC SERVICE COMPANY, ON $\pm$ 250 SQUARE FEET OF CITY-OWNED PROPERTY GENERALLY LOCATED ADJACENT TO THE ALLEY LOCATED SOUTH OF EAST WESTERN AVENUE BETWEEN SOUTH 5TH STREET AND SOUTH 6TH STREET.

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

SECTION 1. An easement is hereby granted to Arizona Public Service Company, an Arizona corporation, in substantially the form and substance attached hereto as Exhibit 1 and incorporated herein by reference, though, over, under and across $\pm$ 250 square feet of real property generally located adjacent to the alley located south of East Western Avenue and between South 5th Street and South 6th Street, as legally described and depicted in the easement form attached hereto as part of Exhibit 1.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 31, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2033-0826

[APS Utility Easement]

See following pages.

NE¼-15-1N-1W

500-43-066
CCW-26-133
WA711240
DAA/SER

UTILITY EASEMENT

CITY OF AVONDALE, ARIZONA (hereinafter called "Grantor"), is/are the owner(s) of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

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

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

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

Grantee is hereby granted the right within the Easement Premises to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

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

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

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

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

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

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

IN WITNESS WHEREOF, **CITY OF AVONDALE**, Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 202__.

CITY OF AVONDALE,
Arizona

By: _____
Printed Name

Its: _____
Title

Signature

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me this ____ day of _____, 202__
by _____ of **CITY OF AVONDALE**.

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

Notary Seal:

Notary Public Signature

EXHIBIT “A”

LEGAL DESCRIPTION OF GRANTOR’S PROPERTY AS RECORDED IN INSTRUMENT NUMBER 19920521106 M.C.R.

Parcel Nos. 5 and 6 (501 East Western and 110 South 6th Street)

Lot 17, Block 6, Avondale, according to Book 21 of Maps, Page 34, records of Maricopa County, Arizona.

June 8, 2026

LEGAL DESCRIPTION FOR
CITY OF AVONDALE
ARIZONA PUBLIC SERVICE - WA711240
UTILITY EASEMENT

A Utility Easement within a portion of Lot 17, Block 6 of "Avondale" as recorded in Book 21, Page 34, Records of Maricopa County, Arizona, situated in the Northeast Quarter of Section 15, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Southwest corner of said Lot 17;

Thence North 01°28'10" West, along the West line of said Lot 17, a distance of 28.19 feet;

Thence North 88°31'50" East, departing said West line, a distance of 11.21 feet;

Thence South 01°28'10" East, a distance of 15.35 feet;

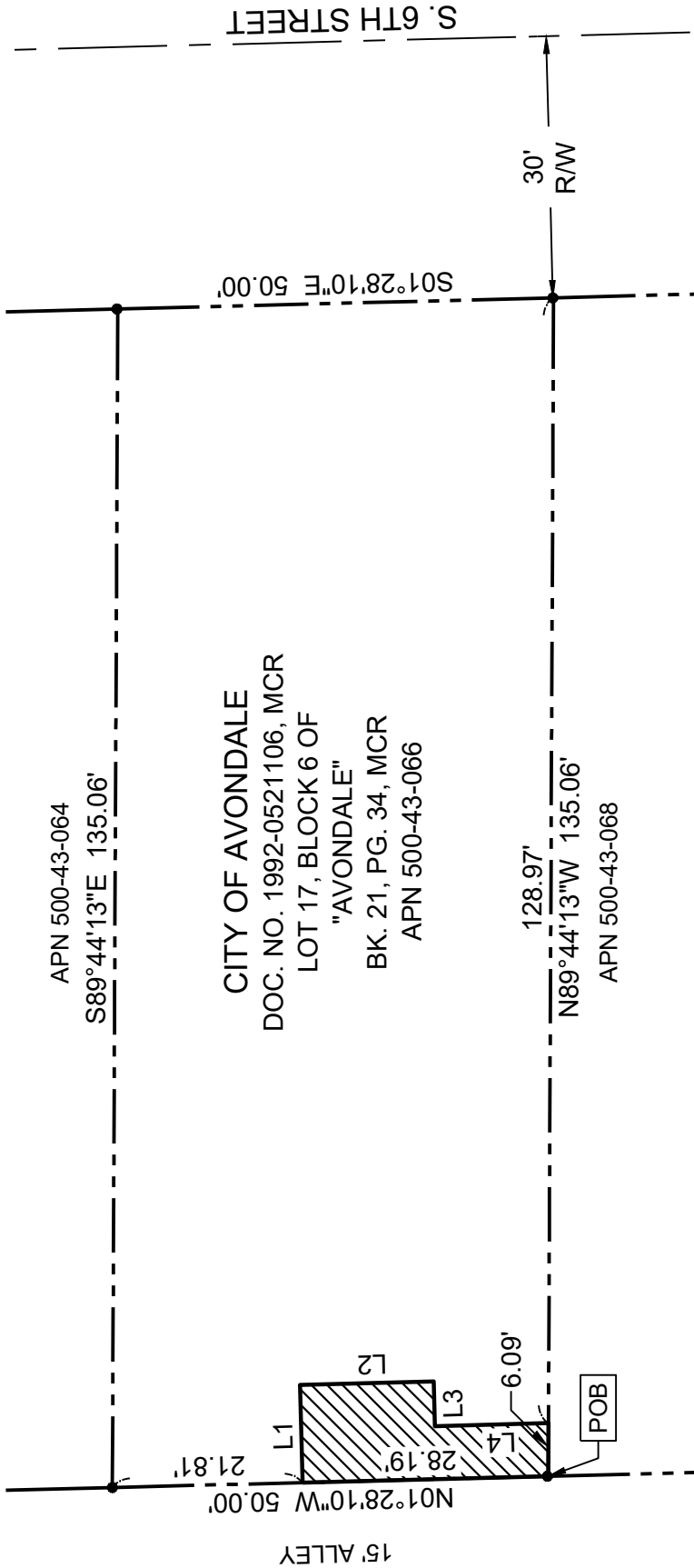
Thence South 88°31'50" West, a distance of 5.13 feet;

Thence South 01°28'10" East, a distance of 13.02 feet to a point on the South line of said Lot 17;

Thence North 89°44'13" West, along said South line, a distance of 6.09 feet to the Point of Beginning.

Contains 250 Square Feet or 0.006 Acres, more or less.



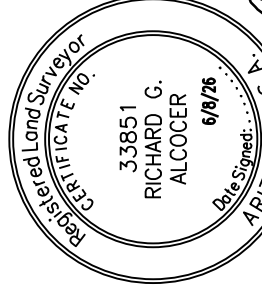


REFERENCE DOCUMENTS
UNRECORDED ALTA SURVEY
ENGINEERING ALLIANCE INC
DATED 7/25/2022
THOMAS E. LAVALETTE, RLS #37258

LEGEND

- EASEMENT AREA
- MONUMENT LINE
- PROPERTY LINE
- PROPERTY CORNER
- ASSESSORS PARCEL NUMBER
- MARICOPA COUNTY RECORDS
- RIGHT OF WAY
- POINT OF BEGINNING

LINE TABLE		
NO.	BEARING	LENGTH
L1	N88°31'50"E	11.21'
L2	S01°28'10"E	15.35'
L3	S88°31'50"W	5.13'
L4	S01°28'10"E	13.02'



Richard G. Alcocer

aps	EXHIBIT "B"		
	JOB # WA711240	DATE: 6/8/2026	
	NE 1/4 SEC 15 T1N R1W		
	SCALE: 1" = 20'	INDEX: CCW-26-133	
R/W: D. ARIAS			
SURVEY: O. FLORES			
DRAWN BY: N. STEELS			SHEET 2 OF 2

ORDINANCE NO. 2034-0826

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING A UTILITY EASEMENT, TO ARIZONA PUBLIC SERVICE COMPANY, ON $\pm$ 889 SQUARE FEET OF CITY-OWNED PROPERTY GENERALLY LOCATED PERPENDICULAR AND DIAGONAL TO THE ALLEY LOCATED SOUTH OF EAST WESTERN AVENUE BETWEEN SOUTH 5TH STREET AND SOUTH 6TH STREET.

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

SECTION 1. An easement is hereby granted to Arizona Public Service Company, an Arizona corporation, in substantially the form and substance attached hereto as Exhibit 1 and incorporated herein by reference, though, over, under and across $\pm$ 889 square feet of real property generally located perpendicular and diagonal to the alley located south of East Western Avenue and between South 5th Street and South 6th Street, as legally described and depicted in the easement form attached hereto as part of Exhibit 1.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 31, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2034-0826

[APS Utility Easement]

See following pages.

NE¼-15-1N-1W

500-43-067
CCW-26-133
WA711240
DAA/SER

UTILITY EASEMENT

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

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

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

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

Grantee is hereby granted the right within the Easement Premises to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

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

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

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

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

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

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

IN WITNESS WHEREOF, **CITY OF AVONDALE**, a municipal corporation, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 202__.

CITY OF AVONDALE,
a municipal corporation

By: _____
Printed Name

Its: _____
Title

Signature

STATE OF _____ }
 } ss.
County of _____ }

This instrument was acknowledged before me this ____ day of _____, 202__
by _____ of **CITY OF AVONDALE**.

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

Notary Seal:

Notary Public Signature

EXHIBIT “A”

LEGAL DESCRIPTION OF GRANTOR’S PROPERTY AS RECORDED IN INSTRUMENT NUMBER 20041402096 M.C.R.

Lot 18, Block 6, AVONDALE, according to the plat recorded in Book 21 of Maps, page 34, records of Maricopa County, Arizona

June 8, 2026

LEGAL DESCRIPTION FOR
CITY OF AVONDALE
ARIZONA PUBLIC SERVICE – WA711240
UTILITY EASEMENT

A Utility Easement within a portion of Lot 18, Block 6 of “Avondale” as recorded in Book 21, Page 34, Records of Maricopa County, Arizona, situated in the Northeast Quarter of Section 15, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of said Lot 18;

Thence South 89°44'13" East, along the North line of said Lot 18, a distance of 37.88 feet to the Point of Beginning;

Thence continuing South 89°44'13" East, a distance of 11.03 feet;

Thence South 43°15'00" East, departing said North line, a distance of 52.95 feet;

Thence North 89°51'12" East, a distance of 50.85 feet to a point on the East line of said Lot 18;

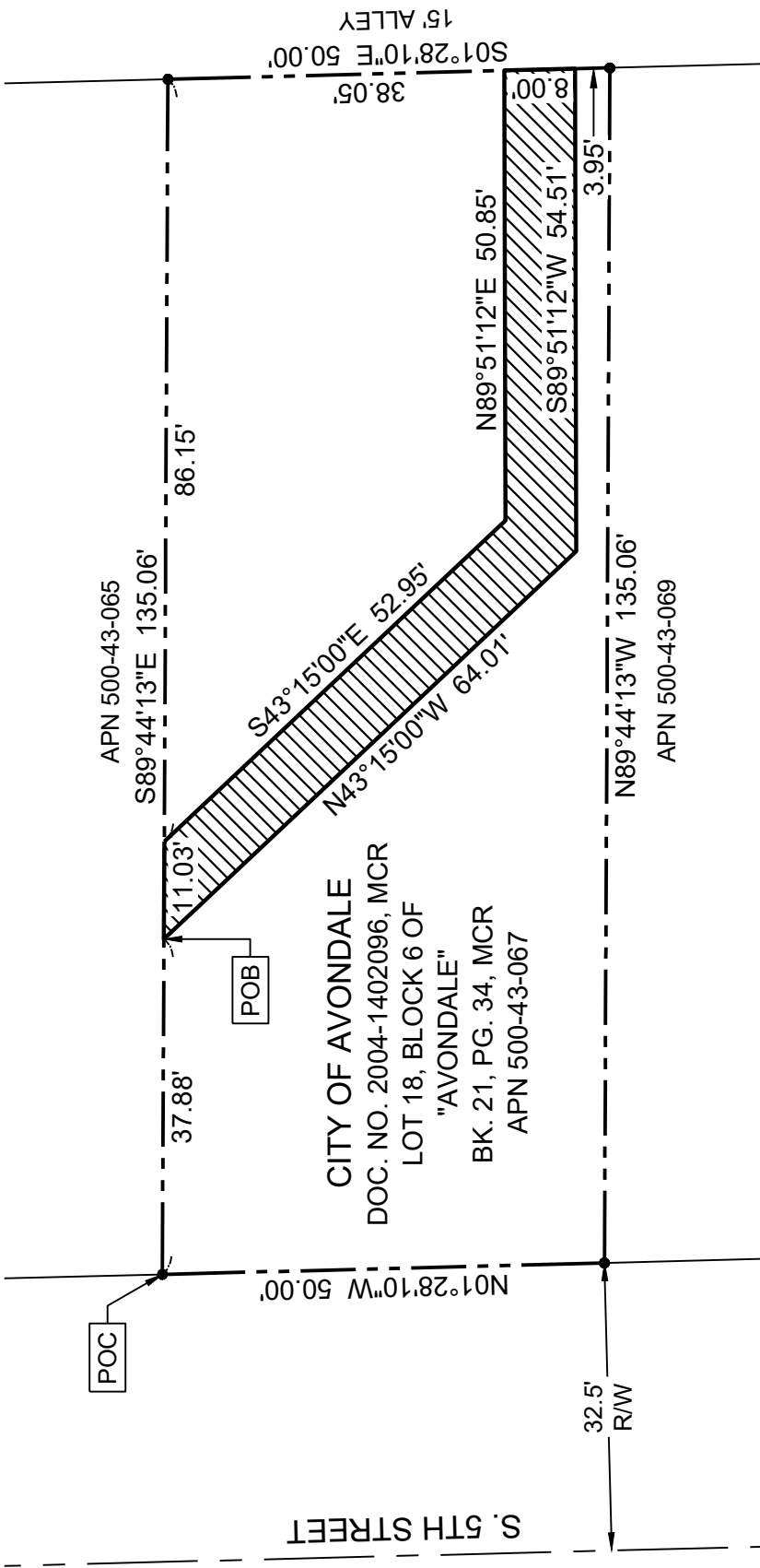
Thence South 01°28'10" East, along said East line, a distance of 8.00 feet;

Thence South 89°51'12" West, departing said East line, a distance of 54.51 feet;

Thence North 43°15'00" West, a distance of 64.01 feet to the Point of Beginning.

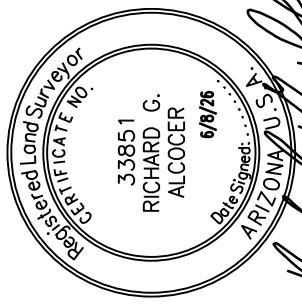
Contains 889 Square Feet or 0.020 Acres, more or less.





REFERENCE DOCUMENTS

UNRECORDED ALTA SURVEY
ENGINEERING ALLIANCE INC
DATED 7/25/2022
THOMAS E. LAVALETTE, RLS #37258



Richard G. Alcocer



JOB #	WA711240	DATE:	6/8/2026
NE 1/4	SEC 15	T1N	R1W
SCALE:	1" = 20'	INDEX:	CCW-26-133
R/W:	D. ARIAS		
SURVEY:	O. FLORES		
DRAWN BY:	N. STEELS		
			SHEET 2 OF 2

LEGEND

- EASEMENT AREA
- MONUMENT LINE
- PROPERTY LINE
- PROPERTY CORNER
- ASSESSORS PARCEL NUMBER
- MARICOPA COUNTY RECORDS
- RIGHT OF WAY
- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- APN
- MCR
- R/W
- POC
- POB

ORDINANCE NO. 2035-0826

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING A UTILITY EASEMENT, TO ARIZONA PUBLIC SERVICE COMPANY, ON $\pm$ 1541 SQUARE FEET OF CITY-OWNED PROPERTY GENERALLY LOCATED PERPENDICULAR TO SOUTH 6TH STREET AND PARALLEL TO THE ALLEY LOCATED SOUTH OF EAST WESTERN AVENUE BETWEEN SOUTH 5TH STREET AND SOUTH 6TH STREET.

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

SECTION 1. An easement is hereby granted to Arizona Public Service Company, an Arizona corporation, in substantially the form and substance attached hereto as Exhibit 1 and incorporated herein by reference, though, over, under and across $\pm$ 1541 square feet of real property generally located perpendicular to South 6th Street and parallel to the alley located south of East Western Avenue and between South 5th Street and South 6th Street, as legally described and depicted in the easement form attached hereto as part of Exhibit 1.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 31, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2035-0826

[APS Utility Easement]

See following pages.

NE¼-15-1N-1W

500-43-068
CCW-26-133
WA711240
DAA/SER

UTILITY EASEMENT

CITY OF AVONDALE, An Arizona Municipal Corporation (hereinafter called "Grantor"), is/are the owner(s) of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

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

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

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

Grantee is hereby granted the right within the Easement Premises to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

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

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

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

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

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

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

IN WITNESS WHEREOF, **CITY OF AVONDALE**, An Arizona Municipal Corporation, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 202__.

CITY OF AVONDALE,
An Arizona Municipal Corporation

By: _____
Printed Name

Its: _____
Title

Signature

STATE OF _____ }
 } ss.
County of _____ }

This instrument was acknowledged before me this ____ day of _____, 202__
by _____ of **CITY OF AVONDALE**.

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

Notary Seal:

Notary Public Signature

EXHIBIT “A”

**LEGAL DESCRIPTION OF GRANTOR’S PROPERTY
AS RECORDED IN INSTRUMENT NUMBER 20020304831 M.C.R. &
AS RECORDED IN INSTRUMENT NUMBER 20230332817 M.C.R.**

Lot 19, Block 6, Avondale, according to Book 21, Page 34 records of Maricopa County, Arizona

June 8, 2026

LEGAL DESCRIPTION FOR
CITY OF AVONDALE
ARIZONA PUBLIC SERVICE – WA711240
UTILITY EASEMENT

A Utility Easement within a portion of Lot 19, Block 6 of “Avondale” as recorded in Book 21, Page 34, Records of Maricopa County, Arizona, situated in the Northeast Quarter of Section 15, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Northwest corner of said Lot 19;

Thence South 89°44'13" East, along the North line of said Lot 19, a distance of 6.09 feet;

Thence South 01°38'46" East, departing said North line, a distance of 37.90 feet,

Thence North 89°51'12" East, a distance of 81.60 feet;

Thence North 67°21'12" East, a distance of 10.45 feet;

Thence North 89°51'12" East, a distance of 14.61 feet;

Thence North 00°08'48" West, a distance of 9.08 feet;

Thence North 89°51'12" East, a distance of 12.33 feet;

Thence South 00°08'48" East, a distance of 9.08 feet;

Thence North 89°51'12" East, a distance of 10.54 feet to a point on the East line of said Lot 19;

Thence South 01°28'10" East, along said East line, a distance of 8.00 feet;

Thence South 89°51'12" West, departing said East line, a distance of 10.72 feet;

Thence South 00°08'48" East, a distance of 8.95 feet to a point on the South line of said Lot 19;

Thence North 89°44'13" West, along said South line, a distance of 12.33 feet;

Thence North 00°08'48" West, departing said South line, a distance of 8.86 feet;

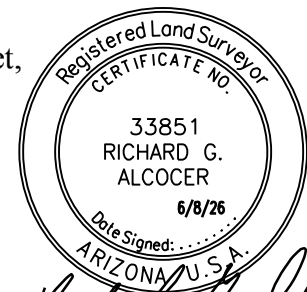
Thence South 89°51'12" West, a distance of 13.02 feet;

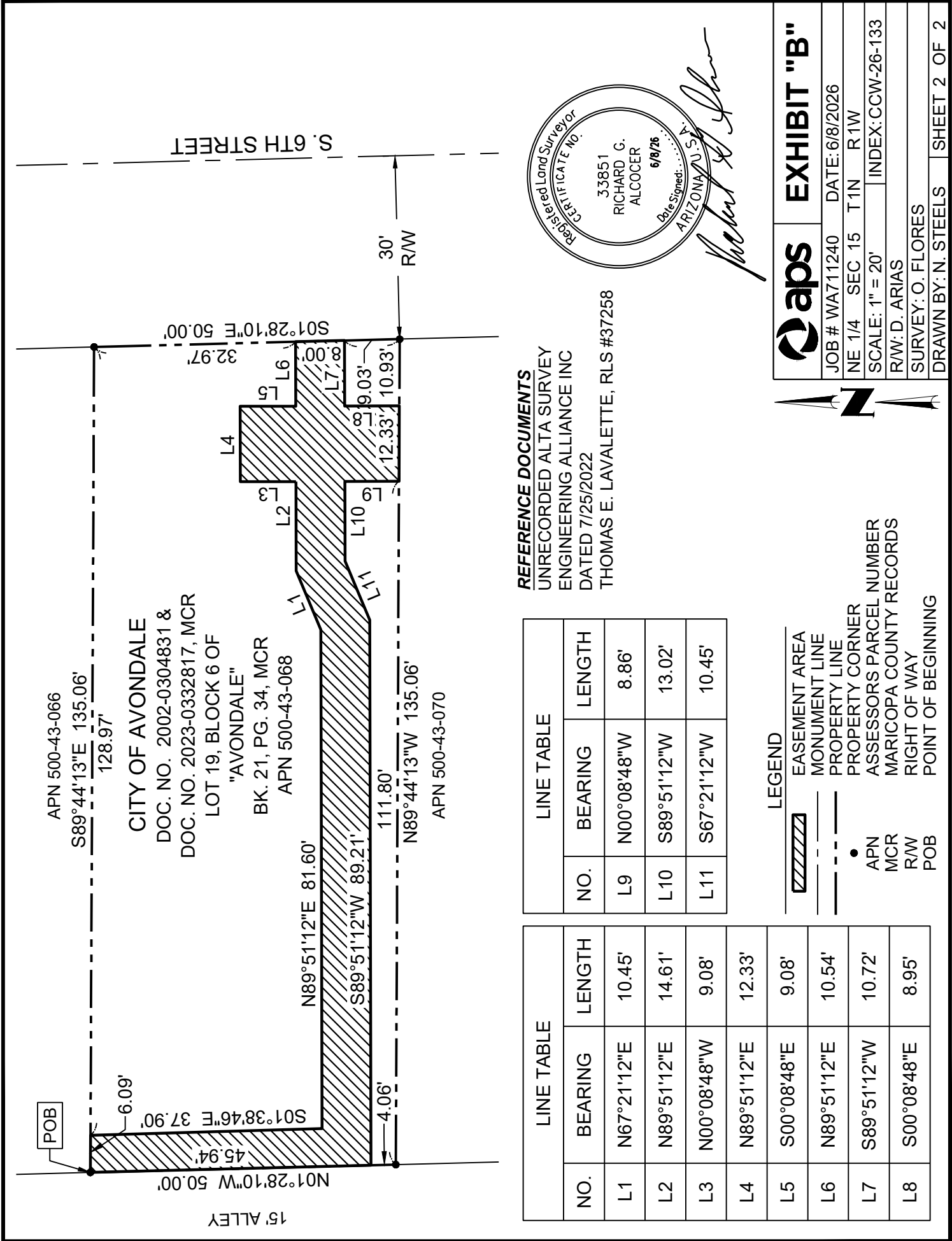
Thence South 67°21'12" West, a distance of 10.45 feet;

Thence South 89°51'12" West, a distance of 89.21 feet to a point on the West line of said Lot 19;

Thence North 01°28'10" West, along said West line, a distance of 45.94 feet to the Point of Beginning.

Contains 1,541 Square Feet or 0.035 Acres, more or less.





ORDINANCE NO. 2036-0826

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING A UTILITY EASEMENT, TO ARIZONA PUBLIC SERVICE COMPANY, ON $\pm$ 430 SQUARE FEET OF CITY-OWNED PROPERTY GENERALLY LOCATED SOUTH OF EAST WESTERN AVENUE AND PERPENDICULAR TO SOUTH 5TH STREET.

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

SECTION 1. An easement is hereby granted to Arizona Public Service Company, an Arizona corporation, in substantially the form and substance attached hereto as Exhibit 1 and incorporated herein by reference, though, over, under and across $\pm$ 430 square feet of real property generally located south of East Western Avenue and perpendicular to South 5th Street, as legally described and depicted in the easement form attached hereto as part of Exhibit 1.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 31, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2036-0826

[APS Utility Easement]

See following pages.

NE¼-15-1N-1W

500-43-061A

CCW-26-133

WA711240

DAA/SER

UTILITY EASEMENT

CITY OF AVONDALE, ARIZONA (hereinafter called "Grantor"), is/are the owner(s) of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

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

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

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

Grantee is hereby granted the right within the Easement Premises to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

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

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

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

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

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

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

IN WITNESS WHEREOF, **CITY OF AVONDALE**, Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 202__.

CITY OF AVONDALE,
Arizona

By: _____
Printed Name

Its: _____
Title

Signature

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me this ____ day of _____, 202__
by _____ of **CITY OF AVONDALE**.

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

Notary Seal:

Notary Public Signature

EXHIBIT “A”

LEGAL DESCRIPTION OF GRANTOR’S PROPERTY AS RECORDED IN INSTRUMENT NUMBER 19920521106 M.C.R.

Parcel No. 1 (Fire Station No. 1)

Lots 12, 14 and 16, Block 6, Avondale, according to Book 21 of Maps, Page 34, records of Maricopa County, Arizona.

July 16, 2026 V2

LEGAL DESCRIPTION FOR
CITY OF AVONDALE
ARIZONA PUBLIC SERVICE – WA711240
UTILITY EASEMENT

A Utility Easement within a portion of Lot 12, Block 6 of “Avondale” as recorded in Book 21, Page 34, and a portion of East Belmont Drive, abandoned under Document No. 2024-0512636, Records of Maricopa County, Arizona, being situated in the Northeast Quarter of Section 15, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Section 15, from which the North Quarter corner of said Section 15 bears North 89°44'19” West, a distance of 2,634.02 feet;

Thence North 89°44'19" West, along the North line of said Northeast Quarter, a distance of 782.27 feet to a point at the intersection of Western Avenue and South 6th Street;

Thence South 01°28'08” East, departing said North line and along the Centerline of South 6th Street, a distance of 172.58 feet;

Thence North 88°31'50" West, departing said Centerline, a distance of 30.00 feet to the Northwestern corner of right of way for South 6th Street and East Belmont Drive;

Thence North 89°44'06" West, along the North line of East Belmont Drive (abandoned), a distance of 284.51 feet to a point in the East right of way of South 5th Street;

Thence South 01°28'10" East, along said East line, a distance of 30.00 feet to a point on the South line of East Belmont Drive (abandoned), the North line of said Lot 12, and the South line of a 30 foot public utility easement, also being the Point of Beginning;

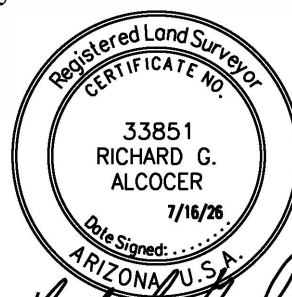
Thence South 89°44'06" East, departing said East line, along the North line of said Lot 12 and the South line of said public utility easement, a distance of 47.79 feet;

Thence South 01°28'10" East, departing said North line, distance of 9.00 feet;

Thence North 89°44'06" West, a distance of 47.79 feet to a point on said East right of way and the West line of said Lot 12;

Thence North 01°28'10” West, along said East right of way and said West line of said Lot 12, a distance of 9.00 feet to the Point of Beginning.

Contains 430 Square Feet or 0.010 Acres, more or less.



Richard G. Alcocer

CITY OF AVONDALE

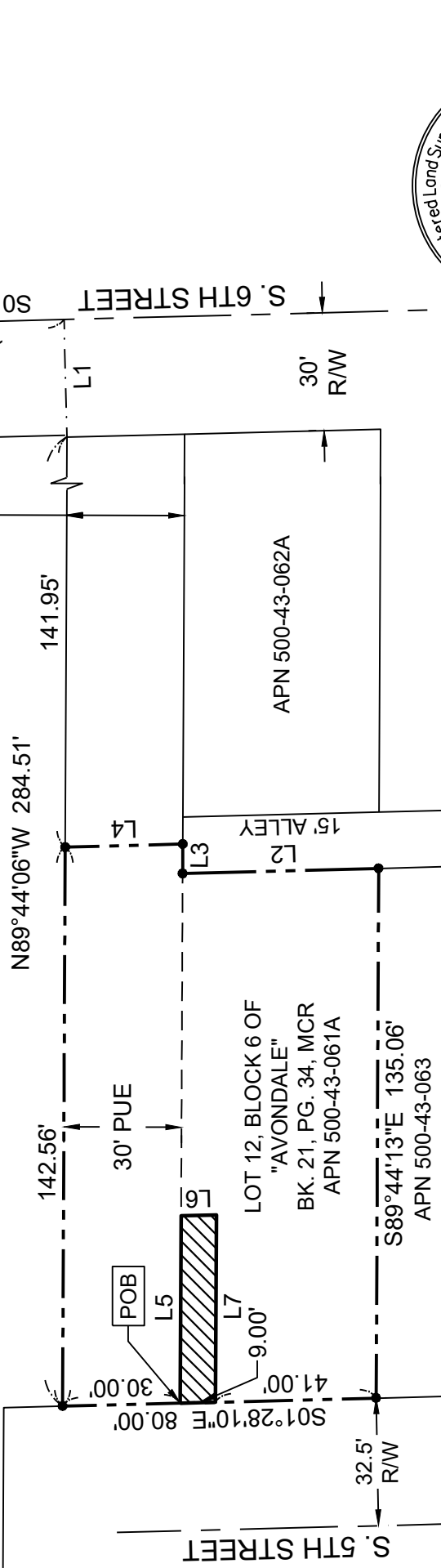
DOC. NO. 1992-0521106 &
DOC. NO. 2024-0512636, MCR
A PORTION OF BELMONT DRIVE &
ALL OF LOT 12, BLOCK 6 OF
"AVONDALE"
BK. 21, PG. 34, MCR
APN 500-43-061A

E. WESTERN AVENUE
N89°44'19"W 2634.02'

N1/4 COR
SEC 15
APN 500-43-972A

E. BELMONT DRIVE
(ABANDONED)
DOC. NO. 2024-0512636, MCR

POC
NE COR
SEC 15



REFERENCE DOCUMENTS
UNRECORDED ALTA SURVEY
ENGINEERING ALLIANCE INC
DATED 7/25/2022
THOMAS E. LAVALETTE, RLS #37258

LEGEND

- EASEMENT AREA
- MONUMENT LINE
- PROPERTY LINE
- PROPERTY CORNER
- MONUMENT
- APN ASSESSORS PARCEL NUMBER
- MCR MARICOPA COUNTY RECORDS
- PUE PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING

LINE TABLE		
NO.	BEARING	LENGTH
L1	S88°31'50"W	30.00'
L2	N01°28'10"W	50.00'
L3	S89°44'06"E	7.50'
L4	N01°28'10"W	30.00'
L5	S89°44'06"E	47.79'
L6	S01°28'10"E	9.00'
L7	N89°44'06"W	47.79'

NOTE: IT IS THE INTENT TO
BE COINCIDENT WITH THE
EXISTING UTILITY EASEMENT
WITH NO GAP OR OVERLAP

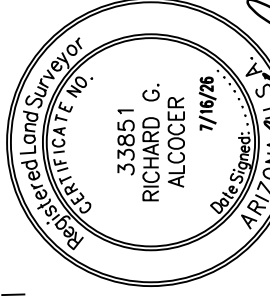


EXHIBIT "B"

JOB #	WA711240	DATE:	7/16/2026	V2
NE 1/4	SEC 15	T1N	R1W	
SCALE:	1" = 40'	INDEX:	CCW-26-133	
R/W:	D. ARIAS			
SURVEY:	O. FLORES			
DRAWN BY:	N. STEELS			
				SHEET 2 OF 2

ITEM NUMBER: 4.a.

SUBJECT: Ordinance 2037-0826 - Amending the City of Avondale City Code, Chapter 23 (Traffic), Article I (In General), Section 23-69 (Go-Peds (Motorized Skateboards)), Section 23-74 (Penalties), Article IV (Bicycles) (Division 1 – Generally) Section 23-76 (Definitions), and adding a new Division 3 (Electric Driven Devices) to Article IV (Bicycles) — Electric Driven Devices

MEETING DATE: 8/31/2026

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

THROUGH: Andy Mesquita, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

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

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2037-0826 - amending the City of Avondale City Code, Chapter 23 (Traffic), Article I (In General), Section 23-69 (Go-Peds (Motorized Skateboards)), Section 23-74 (Penalties), Article IV (Bicycles) (Division 1 – Generally) Section 23-76 (Definitions), and adding a new Division 3 (Electric Driven Devices) to Article IV (Bicycles), and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On June 22, 2026, the Avondale Police Department presented an electric-driven device ordinance to the City Council for direction and input.

Council was provided with a proposed electric-driven device ordinance designed to establish guidelines for residents who use these modes of transportation. The presentation highlighted:

- What an electric-driven device is
- Sidewalk operation requirements
- Roadway operation requirements

- Speed limitations
- Equipment requirements
- Age restrictions

Following the presentation, the Council provided recommendations and comments, which were researched and considered for this updated proposed ordinance.

DISCUSSION:

Following the June 22nd meeting with City Council, the safety requirements section of the proposed ordinance was updated to include a condition requiring closed-toe shoes when operating an electric-driven device. Additionally, staff revised the language; however, the substantive content was not significantly impacted.

If approved, the Police Department will conduct a six-month educational and warning period before enforcing the ordinance. This period will include a social media campaign, informational handouts, and community presentations.

BUDGET IMPACT:

The Avondale Police Department will develop educational handouts at an estimated cost of \$3,000. The cost of producing the handouts will be funded through the Police Department's existing printing budget.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance amending the City of Avondale City Code, Chapter 23 (Traffic), Article I (In General), Section 23-69 (Go-Peds (Motorized Skateboards)), Section 23-74 (Penalties), Article IV (Bicycles) (Division 1 – Generally) Section 23-76 (Definitions), and adding a new Division 3 (Electric Driven Devices) to Article IV (Bicycles).

Contact person for document distribution: Jenny Chavez

ORDINANCE NO. 2037-0826

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE CITY CODE, CHAPTER 23 (TRAFFIC), ARTICLE I (IN GENERAL), SECTION 23-69 (GO-PEDS (MOTORIZED SKATEBOARDS)), SECTION 23-74 (PENALTIES), ARTICLE IV (BICYCLES) (DIVISION 1 – GENERALLY) SECTION 23-76 (DEFINITIONS), AND ADDING A NEW DIVISION 3 (ELECTRIC DRIVEN DEVICES) TO ARTICLE IV (BICYCLES).

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

SECTION 1. The City of Avondale, City Code, Chapter 23 (Traffic), Article I (In General), Section 23-69 (Go-peds (motorized skateboards)), is hereby amended by deleting the section in its entirety and reserving the section for future use as follows:

23-69 - Reserved.

SECTION 2. The City of Avondale, City Code, Chapter 23 (Traffic), Article I (In General), Section 23-64 (Penalties), subsection 23-74(a) is hereby amended to read as follows:

23-74 - Penalties.

(a) Any person who violates a provision of sections 23-57, 23-58, 23-59, 23-61, 23-62, 23-63, 23-64, 23-65, ~~23-69~~ or 23-70 shall be subject to a civil fine of fifty dollars (\$50.00).

...

SECTION 3. The City of Avondale, City Code, Chapter 23 (Traffic), Article IV (Bicycles) (Division 1 – Generally), Section 23-76 (Definitions) is hereby amended to read as follows:

Article IV – BICYCLES AND ELECTRIC DRIVEN DEVICES

Division 1. Generally.

23-76 Definitions.

...

“BIKE LANE” SHALL MEAN A PORTION OF A ROADWAY DESIGNATED FOR PREFERENTIAL OR EXCLUSIVE USE BY BICYCLES, E-BIKES, OR E-SCOOTERS THAT

IS DISTINGUISHED FROM THAT PORTION OF THE ROADWAY TO BE USED BY MOTOR VEHICLES BY A PAINTED STRIP AND/OR OTHER PAVEMENT MARKINGS.

“ELECTRIC BICYCLE” OR “E-BIKE” SET FORTH IN ARIZONA REVISED STATUTES § 28-101(28), MEANS A BICYCLE THAT IS EQUIPPED WITH FULLY OPERABLE PEDALS AND AN ELECTRIC MOTOR OF LESS THAN SEVEN HUNDRED FIFTY (750) WATTS AND THAT MEETS THE REQUIREMENTS OF ONE OF THE FOLLOWING CLASSES:

- (A) CLASS 1: A BICYCLE THAT IS EQUIPPED WITH AN ELECTRIC MOTOR THAT PROVIDES ASSISTANCE ONLY WHEN THE RIDE IS PEDALING AND THAT CEASES TO ASSIST WHEN THE BICYCLE REACHES THE SPEED OF 20 MILES PER HOUR.
- (B) CLASS 2: A BICYCLE THAT IS EQUIPPED WITH AN ELECTRIC MOTOR THAT MAY BE USED EXCLUSIVELY TO PROPEL THE BICYCLE AND THAT IS NOT CAPABLE OF PROVIDING ASSISTANCE WHEN THE BICYCLE REACHES THE SPEED OF 20 MILES PER HOUR.
- (C) CLASS 3: A BICYCLE THAT IS EQUIPPED WITH AN ELECTRIC MOTOR THAT MAY BE USED EXCLUSIVELY TO PROPEL THE BICYCLE AND THAT IS NOT CAPABLE OF PROVIDING ASSISTANCE WHEN THE BICYCLE REACHES THE SPEED OF 28 MILES PER HOUR.

“ELECTRIC DRIVEN DEVICE” MEANS A PERSONAL TRANSPORTATION DEVICE DESIGNED TO CARRY ONE OR MORE PERSONS AND PROPELLED, IN WHOLE OR IN PART, BY AN ELECTRIC MOTOR. AN ELECTRIC DRIVEN DEVICE MAY HAVE ONE OR MORE WHEELS AND MAY INCLUDE, BUT IS NOT LIMITED TO, ELECTRIC BICYCLES, ELECTRIC STANDUP SCOOTERS, ELECTRIC SKATEBOARDS, SELF-BALANCING SINGLE-WHEEL DEVICES, SELF-BALANCING MULTI-WHEEL DEVICES. THIS DOES NOT INCLUDE MEDICAL MOBILITY DEVICES.

“ELECTRIC STANDUP SCOOTER” OR “E-SCOOTER” AS SET FORTH IN ARIZONA REVISED STATUTES § 28-101(31), MEANS A SELF-PROPELLED DEVICE WHICH HAS AN ELECTRIC MOTOR, WEIGHS LESS THAN SEVENTY-FIVE (75) POUNDS, A FLOORBOARD ON WHICH A PERSON MAY RIDE, AT LEAST TWO (2) TANDEM WHEELS IN CONTACT WITH THE GROUND, HANDLEBARS, AND DOES NOT EXCEED 20 MILES PER HOUR AND DOES NOT INCLUDE AN ELECTRIC MINIATURE SCOOTER

“MOTORIZED SKATEBOARD” AS SET FORTH IN ARIZONA REVISED STATUTES § 28-101(52)(b)(i) MEANS A SELF-PROPELLED DEVICE THAT DOES NOT HAVE HANDLEBARS AND THAT HAS A MOTOR, A DECK ON WHICH A PERSON MAY RIDE AND AT LEAST TWO (2) TANDEM WHEELS IN CONTACT WITH THE GROUND.

“MOTORCYCLE” AS SET FORTH IN ARIZONA REVISED STATUTES § 28-101(49) MEANS A MOTOR VEHICLE THAT HAS A SEAT OR SADDLE FOR THE USE OF THE

RIDER AND THAT IS DESIGNED TO TRAVEL ON NOT MORE THAN THREE (3) WHEELS IN CONTACT WITH THE GROUND BUT EXCLUDES A TRACTOR, AN ELECTRIC BICYCLE, AN ELECTRIC MINIATURE SCOOTER, AN ELECTRIC STANDUP SCOOTER AND A MOPED.

“MOTOR DRIVEN CYCLE” SET FORTH IN ARIZONA REVISED STATUTES § 28-101(50) MEANS A MOTORCYCLE, INCLUDING EVERY MOTOR SCOOTER, WITH A MOTOR THAT PRODUCES NOT MORE THAN FIVE (5) HORSEPOWER BUT DOES NOT INCLUDE AN ELECTRIC BICYCLE, AN ELECTRIC MINIATURE SCOOTER OR AN ELECTRIC STANDUP SCOOTER.

...

“SIDEWALK” MEANS A PORTION OF A STREET INTENDED FOR PEDESTRIAN USE.

SECTION 4. The City of Avondale, City Code, Chapter 23 (Traffic), Article IV (Bicycles) (Division 2 – License) Section 23-98-23-110 (Reserved) is hereby amended by adding a new Section, (Division 3 – Electric Driven Devices) to read as follows:

Article IV – BICYCLES AND ELECTRIC DRIVEN DEVICES

Division 2. License.

...

~~23-98—23-110 Reserved.~~

Division 3. Electric Driven Devices.

23-98 Applicability of traffic laws.

A person operating or riding an Electric Driven Device upon a roadway in the City shall be entitled to all rights and subject to all duties applicable to a driver of a vehicle as granted by applicable laws except as to special regulations in this Division and except as to those provisions of law which by their nature can have no application.

23-99 Applicability of bicycle laws.

A person riding or operating an Electric Driven Device upon the roadway shall be entitled to all the rights and duties and subject to all of the duties of a person riding a bicycle in accordance with applicable laws, except those provisions which by their very nature can have no application.

23-100 Age requirements.

- (a) No person may operate a Class 3 E-Bike who is under the age of 16.

- (b) No person may operate a Class 1 or Class 2 E-Bike who is under the age of 14.
- (c) No person may operate an E-Scooter who is under the age of 12.

23-101 Obedience to Traffic-Control Devices.

(a) Any person operating an Electric Driven Device shall obey the instructions of official traffic-control signals, signs, and other control devices applicable to vehicles unless otherwise directed by a police officer.

(b) Whenever authorized signs are erected indicating that no right or left or U-turn is permitted, no person operating an Electric Driven Device shall disobey the direction of any such sign, except where such person dismounts to make such turn, in which event such person shall then obey the regulations applicable to pedestrians.

23-102 Maximum posted speed limits.

(a) A person who uses, operates, or rides an Electric Driven Device on any public property shall obey all posted maximum speed limits.

(b) Notwithstanding any posted maximum speed limit, no person shall use, operate, or ride an Electric Driven Device at a speed greater than is reasonable and prudent under the circumstances, conditions and actual and potential hazards then existing.

(c) A person operating an Electric Driven Device shall control the speed of the Electric Driven Device as necessary to avoid colliding with any object, person, vehicle or other conveyance in compliance with legal requirements and the duty of all persons to exercise reasonable care for the protection of others.

23-103 Riding on roadways and bike lanes.

(a) Wherever a bike lane is present upon a roadway, the operator of an Electric Driven Device shall use that bike lane and shall not use the roadway; except the operator shall not be required to use or remain in a bike lane:

- (1) When the bike lane is of insufficient width to permit safe Electric Driven Device operation; or
- (2) When the condition of the bike lane, or the presence of water, dirt, glass or other foreign objects in the bike lane prevents safe Electric Driven Device operation; or
- (3) When moving into position to make a right or left turn; or
- (4) When an opening car door or other obstruction in an adjacent lane requires movement out of the bike lane.

(b) When a bike lane is not present or an exception exists as outlined in subsection (a) above, which prevents the use of the bike lane, an Electric Driven Device may be operated on a roadway subject to the following:

- (1) No person shall operate an electric standup scooter or E-Scooter on the roadway if the posted speed limit is greater than 25 miles per hour.
- (2) No person shall operate an Electric Driven Device on a roadway against the flow of motorized vehicular traffic, except where permitted by official signs or pavement markings.
- (3) A person riding an Electric Driven Device on a roadway at less than the normal speed of traffic at the time and place and under the conditions then existing shall ride as close as practicable to the right-hand curb or edge of the roadway, except under any of the following situations:
 - i. If overtaking and passing another Electric Driven Device.
 - ii. If preparing for a left turn at an intersection or into a private road or driveway.
 - iii. If reasonably necessary to avoid conditions, including fixed or moving objects, parked or moving vehicles, Electric Driven Device, pedestrians, animals or surface hazards.
 - iv. If the lane in which the person is operating the Electric Driven Cycle is too narrow for an Electric Driven Device and a vehicle to travel safely side by side within the lane.
- (4) No more than two Electric Driven Devices s can ride side by side.

23-104 Riding upon sidewalks and upon and within crosswalks.

- (a) An Electric Driven Device may be operated upon a sidewalk and within a crosswalk, except where prohibited by official traffic control devices, or when it is not reasonable and prudent to do so due to certain circumstances, conditions and actual potential hazards then existing on the sidewalk or in the crosswalk, in which case the operator of an Electric Driven Device must dismount and walk the Electric Driven Device to an area where safe riding may resume.
- (b) An operator of an Electric Driven Device riding upon a sidewalk, or across a roadway upon and within a crosswalk, shall have all of the rights and is subject to all of the duties applicable to a pedestrian under the same circumstances.
- (c) An operator of an Electric Driven Device may not operate at more than 10 miles per hour on a sidewalk or at a speed that is not reasonable and prudent under the existing conditions.
- (d) An operator of an Electric Driven Device riding upon a sidewalk, or across a roadway upon and within a crosswalk, shall yield the right-of-way to any pedestrian and shall give an audible warning before overtaking and passing such pedestrian. The audible warning may be given by the voice or by a bell or other lawful device capable of giving an audible signal to the person or persons being overtaken and passed.

(e) An operator of an Electric Driven Device riding on the sidewalk shall not suddenly leave a curb or other place of safety and move into the path of a vehicle that is so close as to constitute an immediate hazard.

23-105 No riding or parking signs.

(a) The Chief of Police or designee may erect signs on any sidewalk, pathway, or roadway prohibiting the riding or parking of bicycles, electric bikes, motorized bicycles, or standup electric scooters thereon by any person, and, when such signs are in place, no person shall disobey the signs.

23-106 Riding in an unsafe manner.

(a) No person shall operate an Electric Driven Device in an unsafe manner on a public roadway, highway, sidewalk, or City parking facility.

(b) Operating an Electric Driven Device in an unsafe manner includes any one or more of the following:

- (1) Disobeying posted signs or signals.
- (2) Riding on a sidewalk without due caution for pedestrians.
- (3) Riding on a sidewalk, bicycle path, or bicycle lane against the flow of traffic.
- (4) Failing to yield to vehicles or pedestrians when required by Arizona Revised Statutes, Title 28, Chapter 3.
- (5) Intentionally swerving or riding around stopped or slowed traffic.
- (6) Carrying passengers on an Electric Driven Device not designed for multiple riders.
- (7) Intentionally lifting one or more wheels into the air while riding.
- (8) Riding on a bicycle path, bicycle lane, trail, multi-use path, or sidewalk at a speed greater than 10 miles per hour or at a speed that is not reasonable and prudent under the existing conditions.
- (9) Operating an Electric Driven Device while holding and operating a handheld wireless telephone or an electronic wireless communications device unless the wireless telephone or electronic wireless communications device is specifically designed and configured to allow voice-operated and hands-free operation, and it is used in that manner while operating the Electric Driven Device.
- (10) Operating while hitched to or physically attached to a motor vehicle or motorized device.
- (11) Operating while carrying a package, bundle or article if the package, bundle or article prevents the operator from keeping at least one hand on the handlebars or control device of the Electric Driven Device.
- (12) No person shall operate an Electric Driven Device in any City parking structure.

- (13) Electric Driven Devices are allowed on City Park sidewalks unless the use is prohibited or restricted by City Park rules or posted signage. Electric Driven Devices may not be operated on park grass, plazas, sports courts, splash pads, amphitheaters, or vendor corridor areas.
- (14) Operating upon any public unpaved hiking, equestrian, or walking trail.
- (15) Operating an Electric Driven Device that has been tampered with or modified to increase the speed capability of the device.
- (16) Operating an Electric Driven Device while under the influence of alcohol, drugs, or other intoxicating substance to the slightest degree as defined by Arizona Revised Statutes, Title 28, Chapter 4.
- (17) Purposely or knowingly creating Electric Driven Device tire markings on public property.
- (18) Any device designed to carry a person shall not go over 10 miles per hour while being operated on any sidewalk.

23-107 Required equipment.

(a) Brakes. An Electric Driven Device shall be equipped with a brake that enables the operator to make the braked wheels skid on dry, level, clean pavement.

(b) Audible Warning. An Electric Driven Device shall be equipped with a bell or another audible warning device capable of being heard at a distance of at least one hundred (100') feet; the human voice may be used. No device shall be equipped with, nor shall any person use a siren, horn or similar equipment for an audible warning.

(c) Night Visibility. An Electric Driven Device used at nighttime shall have a lamp on the front that emits a white light visible from a distance of at least five hundred feet (500') to the front and a red reflector on the rear of a type that is approved by the Arizona Department of Transportation and that is visible from all distances from fifty feet (50') to three hundred feet (300') to the rear when the reflector is directly in front of lawful upper beams of head lamps on a motor vehicle. An Electric Driven Device may have a lamp that emits a red light visible from a distance of five hundred feet (500') to the rear in addition to the red reflector.

(d) Safety equipment:

- (1) Persons under 16 years of age are required to wear closed-toe shoes when operating or riding an Electric Driven Device.
- (2) Persons under 16 years of age are required to wear a helmet while operating or riding an Electric Driven Device.
- (3) Persons 16 and older are not required to wear a helmet but are encouraged to do so for safety.

23-108 Civil penalties.

(a) Any person who is found responsible for a violation of this Division, whether by admission, default, or after a hearing, shall be issued a civil sanction determined by the City of Avondale courts as follows:

- (1) First violation. A person found responsible for a violation of this Division, without being held responsible for any other violations of this Division within the prior twelve (12) months, shall be fined a penalty of fifty dollars (\$50.00) per civil offense.
- (2) Second violation. A person found responsible for a violation of this Division within twelve (12) months of being held responsible for a prior violation of this Division shall be fined a penalty of two hundred fifty dollars (\$250.00) per civil offense.
- (3) Third violation. A person found responsible for a violation of this Division within twelve (12) months of being held responsible for two (2) prior violations of this Division shall be fined a penalty of five hundred dollars (\$500.00) per civil offense.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. 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.

SECTION 6. This Ordinance shall take effect 30 days after passage and adoption by Council.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 31, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

ITEM NUMBER: 4.b.

SUBJECT: Water System Fluoridation Discussion

MEETING DATE: 8/31/2026

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

THROUGH: Andy Mesquita, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**. Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:

City Council will receive a presentation on adding fluoride to a Public Water System (PWS), also known as fluoridation. This item is for discussion only.

BACKGROUND:

The City of Avondale does not add fluoride to the water system. The practice of adding or not adding fluoride to water systems varies among Public Water Systems across the nation. The differences in practice are impacted by several reasons, including politics, cost, and system capabilities. This presentation is to provide the Council with background information on fluoride and fluoridation of a PWS.

DISCUSSION:

The Public Works Department was requested to provide the Council with information about adding fluoride to the City's water. Any future decision to dose fluoride into the City's water system must be made with careful examination and comparison of the benefits of a fluoridation program against existing fluoride levels, equipment costs, safety, risks and other hazards associated with fluoridation.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

This item is for information and discussion only.