



City of Avondale

City Council Meeting

Monday, September 14, 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

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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, September 14, 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 (<http://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. PRESENTATION ITEMS

a. PROCLAMATION - NATIONAL SUICIDE PREVENTION MONTH

City Council will present a Proclamation recognizing September 2026 as National Suicide Prevention Month. Neighborhood & Family Services partner Southwest Behavioral Health Services will be in attendance during the proclamation's reading. This item is for discussion only.

b. PROCLAMATION - NATIONAL HISPANIC HERITAGE MONTH

City Council will present a proclamation recognizing September 15, 2026 through October 15, 2026 as National Hispanic Heritage Month. The Parks, Recreation, and Libraries Department will provide an update regarding its planned programming. This item is for discussion only.

c. PUBLIC ART UPDATE

City Council will receive an update from staff regarding public art. This item is for discussion only.

d. NATIONAL LEAGUE OF CITIES UPDATE

National League of Cities (NLC) staff will provide an update on their organization and membership benefits. This item is for discussion only.

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

4. CONSENT AGENDA

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

a. MINUTES

City Council will consider a request to approve the August 24, 2026 City Council minutes. The Council will take appropriate action.

b. CLASS C BINGO LICENSE — CRANDALL-PALMER AMERICAN LEGION POST 61

City Council will consider a request to recommend approval to the Arizona Department of Revenue of an application for a Class C Bingo License submitted by Richard Garmong to conduct bingo games at Crandall-Palmer American Legion Post 61 located at 35 North Dysart Road in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

c. LIQUOR LICENSE — SERIES 12 (RESTAURANT) — APSARA ASIAN RESTAURANT

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Linna Touch for the sale of alcohol at Apsara Asian Restaurant located at 10555 West Indian School Road, Suite D101-102 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

d. LIQUOR LICENSE — PERMANENT EXTENSION OF PREMISES FOR EXISTING SERIES 12 (RESTAURANT) — VALLEY GOLF CENTER

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Permanent Extension of Premises/Patio Permit submitted by Jeffrey Miller for the existing Series 12 (Restaurant) Liquor License at Valley Golf Center located at 12247 West Indian School Road in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

e. TRANSFER OF FUNDS FOR ESTABLISHING THE HAWK SIGNAL ON LOWER BUCKEYE (T0558) PROJECT

City Council will consider a request to establish the HAWK Signal on Lower Buckeye (T0558) project by approving a \$60,000 budget transfer, approving an award authority of \$110,000, and authorizing Finance and Budget Department staff to take the steps necessary to execute the fund transfer. The Council will take appropriate action.

f. WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT WITH BICENTEL, LLC

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

g. RESOLUTION 1064-0926 - INTERGOVERNMENTAL AGREEMENT WITH AMERICAN CHARTER SCHOOLS FOUNDATION FOR SCHOOL RESOURCE OFFICERS AT ESTRELLA HIGH SCHOOL

City Council will consider a request to adopt Resolution 1064-0926, authorizing an Intergovernmental Agreement with the American Charter Schools Foundation to share the cost of providing a School Resource Officer (SRO) during the 2026-2027 school year at Estrella High School and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION 1065-0926 - INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT #216 - SCHOOL RESOURCE OFFICER

City Council will consider a request to adopt Resolution 1065-0926, authorizing an Intergovernmental Agreement between the Agua Fria Union High School District #216 and the City of Avondale to share the cost of providing a School Resource Officer (SRO) during the 2026/2027 school year and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. RESOLUTION 1066-0926 - INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT #216 FOR SCHOOL RESOURCE OFFICERS AT LA JOYA COMMUNITY HIGH SCHOOL, WESTVIEW HIGH SCHOOL, AND WEST POINT HIGH SCHOOL

City Council will consider a request to adopt Resolution 1066-0926, authorizing an Intergovernmental Agreement with the Tolleson Union High School District #216 to share the cost of providing a School Resource Officer (SRO) during the 2026-2027 school year at La Joya Community High School, Westview High School and West Point High School and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. ORDINANCE 2041-0926 - AMENDING CHAPTER 13 OF THE AVONDALE CITY CODE AND CREATING A DOMESTIC PARTNERSHIP REGISTRY

City Council will consider a request to adopt Ordinance 2041-0926, amending Avondale City Code, Chapter 13 (Licenses, Taxation and Miscellaneous Business Regulations), by adding Article X (Registered Domestic Partnerships), which will create a way to recognize committed relationships within the City of Avondale and authorize Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. REGULAR AGENDA

a. PUBLIC HEARING AND RESOLUTION 1067-0926 - CITY OF AVONDALE MUNICIPAL OPERATIONS WAREHOUSE - MINOR GENERAL PLAN AMENDMENT – APPLICATION PL-26-0263

City Council will hold a public hearing and consider a request to adopt Resolution 1067-0926, a minor General Plan amendment on approximately 9.03 acres located at the northeast corner of Lower Buckeye Road and 4th Street amending the General Plan 2030 Land Use designation from Industrial to Public/Civic for a proposed municipal operation warehouse and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

b. PUBLIC HEARING AND ORDINANCE 2040-0926 - CITY OF AVONDALE MUNICIPAL OPERATIONS WAREHOUSE – REZONE – APPLICATION PL-25-0264

City Council will hold a public hearing and consider a request to adopt Ordinance 2040-0926, approving a rezone on approximately 9.03 acres from Urban Residential (R1-6) to Planned Area Development (PAD), located at the northeast corner of Lower Buckeye Road and 4th Street for a proposed municipal operation warehouse and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. PUBLIC HEARING AND ORDINANCE 2038-0926 (325 N CENTRAL AVE) AND ORDINANCE 2039-0926 (335 N CENTRAL AVE) - CENTRAL AVENUE REZONE - APPLICATION PL-25-0015

City Council will hold a public hearing and consider a request to: a) adopt Ordinance 2038-0926, a request by Walter Martinez to rezone 325 N Central Avenue; b) adopt Ordinance 2039-0926, a request by Walter Martinez to rezone 335 N Central Avenue; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The request is to rezone two properties along Central Avenue, approximately 0.45 net acres in total. The portion of 325 North Central Avenue that is Community Commercial (C-2) would be rezoned to Urban Residential (R1-6), a single-family residential district, to match the rest of the lot and 335 North Central Avenue would be rezoned from Community Commercial (C-2) to Urban Residential (R1-6), a single-family residential

district. The proposed change will facilitate the development of a single-family dwelling unit on each lot. The Council will take appropriate action.

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

7. ADJOURNMENT

Councilmembers of the City of Avondale will attend either in person or by telephone or video conference call. Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1000 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica o por video. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1000 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

ITEM NUMBER: 2.a.

SUBJECT: Proclamation - National Suicide Prevention Month

MEETING DATE: 9/14/2026

TO: Mayor and Council

FROM: Ted Flores, Human Resources 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 present a Proclamation recognizing September 2026 as National Suicide Prevention Month. Neighborhood & Family Services partner Southwest Behavioral Health Services will be in attendance during the proclamation's reading. This item is for discussion only.

BACKGROUND:

September is recognized as Suicide Awareness Month, and it is meant to raise the viability of mental health and proactive suicide prevention resources in our community. We aim to initiate the conversation, destigmatize it, and help connect people with the necessary support services. According to the American Foundation for Suicide Prevention, suicide is the second leading cause of death among individuals between the ages of 10 and 34, with more than 48,000 people dying by suicide annually in the United States. Each suicide impacts 100 additional people, including family, friends, service members, co-workers, and neighbors. Nearly everyone has been affected by suicide. The City of Avondale publicly places its full support behind those who work in mental health, education, and law enforcement. We encourage all residents to take time to understand mental health through education and recognize that we need to take care of our mental health while we take care of each other.

DISCUSSION:

The City Council will present a Proclamation recognizing September 2026 as National Suicide Prevention Month. Additionally, Neighborhood & Family Services partner Southwest Behavioral Health Services will be in attendance during the proclamation's reading.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

This item is for presentation only.

Contact person for document distribution: Sandra Salas, Management Analyst

Avondale

PROCLAMATION

NATIONAL SUICIDE PREVENTION & ACTION MONTH

Whereas, September is recognized as “National Suicide Prevention Month” to raise awareness of mental health, suicide prevention, and the resources available to support individuals and families in our community; and

Whereas, changing the narrative around mental health and suicide requires compassion, empathy, education, and a commitment to connecting people with appropriate support services; and

Whereas, according to the American Foundation for Suicide Prevention and the Centers for Disease Control and Prevention, suicide remains a leading cause of death in the United States, including among youth and young adults, and continues to have a profound impact on families, friends, coworkers, service members, neighbors, and communities; and

Whereas, every life lost to suicide affects many others, and nearly everyone has been touched in some way by suicide, attempted suicide, or the mental health struggles of someone they care about; and

Whereas, the City of Avondale recognizes and supports the dedicated efforts of mental health professionals, educators, first responders, law enforcement personnel, community organizations, advocates, families, and volunteers who work to prevent suicide and promote wellness; and

Whereas, every member of our community should know that they are not alone, that help is available, and that reaching out for support is a sign of strength; and

Whereas, we encourage all residents to learn more about mental health, engage in open and respectful conversations about suicide prevention, support those who may be struggling, and help reduce stigma so that individuals feel safe seeking assistance; and

NOW, THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, hereby proclaims the month of September 2026 as National Suicide Prevention & Action Month in the City of Avondale.

Proclaimed this 14 day of September 2026.

Mayor

Attest: _____
City Clerk

ITEM NUMBER: 2.b.

SUBJECT: Proclamation - National Hispanic Heritage Month

MEETING DATE: 9/14/2026

TO: Mayor and Council

FROM: Corey Larriva, Parks, Recreation and Libraries 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 present a proclamation recognizing September 15, 2026 through October 15, 2026 as National Hispanic Heritage Month. The Parks, Recreation, and Libraries Department will provide an update regarding its planned programming. This item is for discussion only.

BACKGROUND:

National Hispanic Heritage Month is observed annually from September 15 through October 15 to recognize and celebrate the histories, cultures, contributions, and achievements of American citizens whose ancestors hail from Spain, Mexico, the Caribbean, and Central and South America. The United States is home to approximately 68 million people of Hispanic ancestry, representing about one in five residents and the nation's largest minority group.

The observance began in 1968 as Hispanic Heritage Week under President Lyndon B. Johnson. In 1988, Congress expanded the observance to a 30-day period, which was signed into law by President Ronald Reagan.

September 15 was selected as the beginning of the observance because it marks the independence anniversaries of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. The celebration is followed by Mexico's Independence Day on September 16 and Chile's Independence Day on September 18.

DISCUSSION:

The Parks, Recreation, and Libraries Department has the following programming planned for National Hispanic Heritage Month:

- September 20: Hispanic Heritage Splash Bash at Avondale Aquatic Center
- September 25: Mercados & Melodies at Avondale Civic Center Amphitheater
- September 26: Tu Herencia at Sam Garcia Library

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: Stacy Swainston, Parks, Recreation and Libraries Assistant Director

Avondale

PROCLAMATION

DESIGNATION OF SEPTEMBER 15 THROUGH OCTOBER 15, 2026, AS HISPANIC HERITAGE MONTH

Whereas, more than 68 million people of Hispanic heritage call the United States home today, making this population the nation's largest ethnic minority; and

Whereas, each year Americans observe National Hispanic Heritage Month by celebrating the heritage, histories, cultures and contributions of American citizens whose ancestors hailed from Spain, Mexico, the Caribbean, and Central and South America; and

Whereas, the observation began in 1968 as Hispanic Heritage Week under President Lyndon B. Johnson, and was expanded to a full month by President Ronald Reagan in 1988; and

Whereas, the starting date of the annual celebration, September 15, is the anniversary of independence of the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua, and is followed by the independence days of Mexico and Chile; and

Whereas, the 2026 Hispanic Heritage Month theme, "Unidos, Somos Más" — "Together, We Are More" — calls on our community to recognize how the unity, resilience, and shared purpose of Hispanic and Latino individuals continue to strengthen our neighborhoods, workplaces, and civic life; and

Whereas, the cultural, educational, economic and political influences of Hispanic residents can be appreciated in all aspects of our life: from farm workers organizing for housing and equal wages, to incredible, gifted artists, to vibrant businesses, to music and community festivals; and

Whereas, the City of Avondale recognizes Hispanic Heritage Month as an opportunity for Avondale residents to celebrate our freedom, our diversity, and to build upon our tradition of embracing people of all cultures; and

Whereas, the City of Avondale is committed to fostering an inclusive community that honors the contributions of its Hispanic and Latino residents.

NOW, THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, hereby proclaims September 15, 2026, through October 15, 2026, as Hispanic Heritage Month.

Proclaimed this 14th day of September 2026.

Mayor

Attest: _____
City Clerk

ITEM NUMBER: 2.c.

SUBJECT: Public Art Update

MEETING DATE: 9/14/2026

TO: Mayor and Council

FROM: Corey Larriva, Parks, Recreation and Libraries 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 an update from staff regarding public art. This item is for discussion only.

BACKGROUND:

Public art plays a role in creating opportunities for cultural tourism, economic development, and image building. Per City of Avondale Zoning Ordinance — Section 11, Public Art is to beautify the community with a wide variety of quality artistic elements. Residents and visitors may enjoy the artistic elements and will often return to experience them again while shopping or doing business.

The Municipal Art Committee and the Public Art Master Plan seek to define Avondale as a unique sense of place, with a community identity that celebrates the past and embraces the future as a rich and vibrant arts and entertainment center celebrating the talents and culture of the people who live here.

DISCUSSION:

The Parks, Recreation and Libraries Department coordinates with the Avondale Municipal Art Committee to advance the City's Public Art Program in accordance with the Public Art Master Plan.

The City's public art program is supported through the Municipal Arts Fund, which may include fee-in-lieu contributions associated with qualifying development projects, as well as other eligible funding sources. The Public Art Master Plan identifies the use of these resources to support the commissioning, acquisition, installation, and maintenance of public art throughout Avondale.

Staff will provide City Council with an overview of recently completed public art projects, status updates on current and planned installations, and the proposed schedule for FY2027 public art projects.

BUDGET IMPACT:

The FY2027 budget includes \$368,000 in the Public Art fund and an additional \$377,000 in CIP project funding.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: Stacy Swainston, Parks, Recreation and Libraries Assistant Director

ITEM NUMBER: 2.d.

SUBJECT: National League of Cities Update

MEETING DATE: 9/14/2026

TO: Mayor and Council

FROM: Aneyssa Romo, Senior Management Analyst

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

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

STRATEGIC PLAN:

Innovative and Effective Government

PURPOSE:

National League of Cities (NLC) staff will provide an update on their organization and membership benefits. This item is for discussion only.

BACKGROUND:

The National League of Cities (NLC) is an organization comprised of city, town and village leaders that are focused on improving the quality of life for their current and future constituents. NLC provides training, education, research, support, and advocacy to its member organizations. The City of Avondale is currently a member of NLC.

DISCUSSION:

National League of Cities (NLC) staff will provide an overview of their organization's purpose and an update on membership benefits.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution:

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 9/14/2026

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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

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

STRATEGIC PLAN:

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

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

PURPOSE:

City Council will consider a request to approve the August 24, 2026 City Council minutes. The Council will take appropriate action.

BACKGROUND:

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

DISCUSSION:

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

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

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

Contact person for document distribution: Yaritizi

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
August 24, 2026

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened using the Microsoft Teams Meeting platform in open and public session at 5:31 p.m. All participants attended by phone or video.

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

Note: All attendees attended the meeting virtually.

Members Absent: None.

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

Audience: Approximately 5 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

Zachary Markey addressed the City Council regarding concerns about Flock automatic license plate reader (ALPR) cameras. His comments focused on privacy, data collection and sharing, potential misuse of the technology, accuracy, cybersecurity, and the broader use of surveillance technology. Mr. Markey requested that the City discontinue or refrain from using ALPR cameras and other forms of dragnet surveillance technology in Avondale.

Zakaria Shahzada addressed the Council regarding privacy concerns associated with Flock cameras. He acknowledged the importance of public safety while emphasizing the need to protect residents' privacy. He requested that the City discontinue the use of Flock cameras and consider alternatives that would not broadly collect information or track residents' movements.

3. CONSENT AGENDA

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

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

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

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

a. MINUTES

City Council approved the following City Council meeting minutes.

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

b. CITY COUNCIL MEETING SCHEDULE FOR 2027

City Council approved the 2027 City Council Meeting Schedule and authorized the City Clerk to execute the necessary documents.

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

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

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

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

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

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

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

City Council adopted Ordinance 2031-0826 authorizing the reservation of a utility easement and the abandonment of a portion of 111th Avenue right-of-way generally located south of 4th Street and east of Avondale Boulevard, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

4. ADJOURNMENT

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

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

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

The meeting was adjourned at 5:41 p.m.

Mike Pineda, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 24th day of August 2026. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Sarmiento, City Clerk

Date Approved by City Council

PUBLIC COMMENTS RECEIVED:

- Michael Hofmann – Avondale Resident:

I am submitting this comment to express my opposition to automated mass surveillance in Avondale and to ask the City Council to begin removing these systems from our community. My concern is not limited to Flock Safety. It includes automated license plate readers, facial recognition, biometric identification, surveillance cameras, drones, data aggregation platforms, and similar technologies, regardless of whether they are provided by Flock Safety, Axon, Motorola Solutions/Vigilant, Rekor, Genetec, PlateSmart, Peregrine, or another company. It also includes the collection, aggregation, purchase, and sale of information generated by the devices we carry every day. Our phones and other devices can generate location or proximity information through GPS, cellular networks, Wi-Fi, Bluetooth, apps, advertising systems, and other technologies. Companies can collect and combine enormous amounts of commercially available information. I do not believe a private company should be able to quietly build a detailed record of where someone goes and then sell or otherwise provide access to that information to government agencies or other third parties. The government should not be able to simply purchase its way around the privacy protections that would apply when it collects sensitive information itself. The Fourth Amendment exists to protect people against unreasonable government searches. The Supreme Court has already recognized the constitutional significance of technology that can reveal a person's movements. In *United States v. Jones*, the Supreme Court held that the government's installation and use of a GPS tracking device on a vehicle constituted a Fourth Amendment search. In *Carpenter v. United States*, the Court held that the government's acquisition of historical cell-site location information constituted a Fourth Amendment search and generally required a warrant supported by probable cause. Those decisions do not establish that every use of an ALPR is unconstitutional or requires a warrant. But they demonstrate an important principle: technological advancement does not make the Fourth Amendment obsolete. The scale of today's surveillance technology should concern us. An individual camera may record a vehicle at one intersection. A network of cameras can record that vehicle across a city. Networks shared between jurisdictions can potentially reveal movements across a much larger area. Then consider what happens when ALPR information is combined with other government databases, commercially available information, cameras, phones, Wi-Fi and Bluetooth-derived data, artificial intelligence, and modern data-integration platforms. The issue is no longer simply a camera taking a photograph. It is the creation of an infrastructure capable of making people's movements increasingly searchable and reconstructable. The potential for harm is not hypothetical. As of August 24, 2026, the Institute for Justice's ALPR Abuse Database displays 170 publicly documented incidents involving errors, stalking, non-law-enforcement use, and other misuse of automated license plate reader systems. Separately, the Institute for Justice has identified 31 known incidents involving innocent motorists affected by ALPR errors. These are incident counts, not counts of individual victims. Some incidents involve more than one person, and these databases consist of cases that have become publicly known. They should not be interpreted as a complete accounting of every incident that has occurred. The consequences documented in these cases are serious. Innocent

people have been pulled over, detained at gunpoint, arrested, and jailed. Children have been present during wrongful high-risk stops, and vehicles have been impounded. The Institute for Justice's documented cases include an innocent Florida motorist who spent 13 days in jail after authorities incorrectly connected his vehicle to a fatal hit-and-run. In Colorado, an incorrect license-plate match resulted in police ordering a woman and four children out of their vehicle at gunpoint. In New Mexico, two innocent sisters were detained at gunpoint after an ALPR misread a character on their license plate. In Detroit, police acting on incorrect ALPR information detained an innocent woman at gunpoint, placed her autistic child in a police vehicle, and impounded her vehicle. Errors are only part of the problem. The broader ALPR Abuse Database documents allegations and findings involving law-enforcement personnel using these systems for purposes unrelated to legitimate investigations. Documented cases include searches involving spouses, former romantic partners, friends, family members, acquaintances, and other people. A particularly relevant example resulted in a jail sentence just this month. Former Menasha, Wisconsin Police Officer Cristian Morales pleaded no contest to misconduct in public office after using Flock's license plate reader system to search for vehicles belonging to his ex-girlfriend. According to reporting based on the criminal complaint, Morales conducted searches while off duty, from his home, using his personal phone. Reported individual searches reached across Flock networks containing between 15,234 and 92,702 cameras. On August 17, 2026, Outagamie County Judge Mark Schroeder rejected a joint prosecution-and-defense recommendation of three months in jail and instead sentenced Morales to six months in jail followed by three years of probation. Morales was also prohibited from working in law enforcement and from accessing the Flock system. During sentencing, Judge Schroeder called Morales an "oath breaker." This case illustrates why I do not believe policies and audit logs solve the underlying problem. They can help discover misuse after it occurs, but the surveillance capability and the sensitive information already exist before an audit catches someone abusing them. It also illustrates the enormous scale these systems can reach. This was not simply an officer checking one camera at one intersection. According to reporting on the criminal complaint, individual searches reached networks containing tens of thousands of cameras. That is an unavoidable problem with building powerful surveillance infrastructure: someone must be given access to it. These systems also collect information about far more people than those suspected of crimes. Every ordinary resident whose vehicle passes an ALPR can become part of the dataset. That reverses the traditional relationship between investigation and surveillance. Traditional police work generally begins with a crime, evidence, a suspect, or legally sufficient grounds for investigation. Mass surveillance collects information about everyone first so that information can potentially be searched later. I support effective law enforcement. I want Avondale police to have the resources necessary to investigate crimes and protect people. But public safety and constitutional liberty should not be treated as mutually exclusive. We can support police without creating a searchable history of the movements of an entire community. The technology is also advancing much faster than our public discussion about it. Modern data platforms can combine information that once existed in completely separate databases. Artificial intelligence can make enormous datasets searchable in seconds. Commercial satellite systems can repeatedly photograph areas from space. Phones interact with cellular, Wi-Fi, Bluetooth, GPS, applications, and advertising infrastructure. Commercial data brokers can aggregate information originating

from many different sources. A single source of information may appear relatively insignificant. The much larger question is what becomes possible when these systems are connected. I do not want Avondale to become a city where someone's life can increasingly be reconstructed through license plates, cameras, phones, commercial datasets, government databases, artificial intelligence, and other sensors simply because technology makes it possible. I also strongly support transparency in government. But transparency of government and surveillance of citizens are fundamentally different concepts. Publicly elected officials voluntarily hold positions of public trust. They are given governmental authority and entrusted with taxpayer dollars. Residents should therefore have meaningful access to public contracts, expenditures, procurement records, votes, meeting materials, official government communications, and other records of public business that Arizona law makes available. We should be able to determine how our money is being spent, how decisions are being made, what companies our government is doing business with, and whether elected officials are representing the people who put them in office. That is government accountability. Tracking the daily movements of ordinary residents who have done nothing wrong is not government accountability. Public officials work for the public. Residents do not work for the government. Avondale's adopted FY2027 budget funds 58 additional ALPR cameras. Combined with the City's previously identified 15-camera network, that could potentially result in 73 ALPR cameras if all 58 funded cameras are ultimately purchased and deployed. That figure should not be interpreted as the total number of surveillance devices operating within Avondale. It does not necessarily include cameras or systems manufactured by Axon or other companies, privately operated systems potentially accessible to law enforcement, drones, or other surveillance technologies. My opposition is therefore not about which company's logo appears on a camera. Replacing Flock with Axon, Motorola/Vigilant, Rekor, Peregrine, or another company does not solve the underlying problem. I am not asking the Council merely to adopt a stronger policy governing these systems. I am asking the Council to stop expanding them. Do not deploy the additional 58 ALPR cameras funded in the FY2027 budget. Reevaluate the automated surveillance infrastructure already operating in Avondale and begin removing systems whose purpose or effect is the persistent identification, tracking, or cataloguing of people who are not suspected of crimes. Do not replace one surveillance vendor with another. Do not allow commercially collected information from our phones, apps, Wi-Fi, Bluetooth, location services, or other devices to become an alternative way of conducting surveillance that government itself would face constitutional restrictions in collecting. If the government has a legitimate need to closely track an individual's movements as part of an investigation, our constitutional system already provides mechanisms to establish the appropriate legal justification and obtain judicial authorization when the law requires it. That is not an obstacle to freedom. That is part of how a free country is supposed to work. The Fourth Amendment was written because government power needs boundaries. Those boundaries become more important, not less important, when technology gives the government capabilities previous generations could scarcely have imagined. I believe a law-abiding person should be able to drive to work, take their children to school, visit a doctor, attend a religious service, participate in a political demonstration, shop at a store, visit a friend, or simply drive across Avondale without the government automatically building a searchable history of those movements. We are supposed to live in a free country. Generations of Americans have served and sacrificed to defend the freedoms this country promises. Those

freedoms should not gradually disappear simply because surveillance has become inexpensive, automated, and technologically convenient. Public safety matters. So do liberty, privacy, due process, freedom of association, freedom of movement, and the Fourth Amendment. We should not be required to surrender one in order to have the other. *[sources and links not included]*

- Nicholas Carroll – Avondale Resident:

I would like the council people to consider ending any and all flock surveillance in Avondale. Please do not add any more funding for new cameras and please remove any that are already in place.

- Naya Smith – Avondale Resident:

I am asking the City to reconsider the use of Flock Safety automated license plate readers in our community. We have seen multiple Arizona communities scale back or discontinue their use of these cameras, including Chandler and Surprise following investigations into potential misuse. An Apache Junction officer also resigned after an investigation found that he had used the system to locate his wife. I support Avondale Police using technology that helps officers respond to and prevent crime. I support the Department's use of drones because that program operates with established policies and oversight. However, I do not believe Flock currently provides the level of safeguards and public accountability that a surveillance system capable of tracking the movements of residents should require. I encourage the City to look closely at what has happened in neighboring Arizona communities before expanding or continuing the use of this technology in Avondale.

- Michelle Caddell – Avondale Resident:

My name is Michelle Caddell, I Have a masters in business administration, specializing in Information systems. I understand the value of information and the way others can profit off of personal information and privacy. Here are my concerns with Flock cameras. The "Orwellian Dystopian System" (Cohen, 2026). Flock cameras create an authoritarian world. Per ACLU, GET THE FLOCK OUT! It doesn't matter which tech company's cameras show up on our streets, they all share the same problems: They are trying to profit off invading our privacy. No Flock. No ALPRs. No exceptions. No excuses. Tell Congress to get these creepy cameras out of our communities now. I drove through Tolleson to see for myself the number of cameras along 91st Ave. The discreet creepy cameras were positioned next to or across the street from schools, next to drive-through restaurants, and on neighborhood streets. I do not want family and friends on the Truman show and have the narrative controlled by law-enforcement agencies or anyone just for profit. Also, the cases of the falsely accused or misused of information could have been prevented by NOT using flock cameras. Residents of Avondale now run the risk of having to prove their innocence in court if the flock camera misidentifies them as a suspect in a crime. The court system is slow and very costly to have innocent citizens proving themselves. All that flock cameras bring is that risk to the residents and that's just some of risks. Let's not forget the children and how the children will be affected by being

watched by flock cameras. As a parent, we do so much to control access to our children. Now this is one more door we have to watch. There are 132,000 Flock cameras across the United States and growing (Archer, 2026). "The cameras can not only read license plates but can also identify vehicles by bumper stickers and add-ons like racks and hitches, scratches and dents, along with the state of registration and the vehicle's make, model and color", "One Ridgecrest resident, Daniel Neal, compared the cameras to George Orwell's authoritarian novel "1984." (Cohen, 2026)."Flock cameras are AI-powered and motion-activated cameras that read license plates rather than people's faces" allegedly, Cohen, 2026)."But people across the country are objecting to the surveillance, saying they are an invasion of privacy" (Cohen, 2026).Avondale is a beautiful city with beautiful residents. Please don't ruin the city by invading the privacy of the residents for the flock company and whoever for their own agenda.

- Peter Dunaway – Avondale Resident:

Flock, ALPRs, and similar equipment have been both a blessing and a curse to our community and nation. The idea of having more protection is very appealing but at what cost? We have seen across our nation these resources be misused, abused, and even lead to deaths of innocent lives. On top of this many other communities have seen this become a waist of tax dollars. The good unfortunately does not outweigh the bad that this technology and similar infrastructure promises to provide to our communities.

ITEM NUMBER: 4.b.

SUBJECT: Class C Bingo License — Crandall-Palmer American Legion Post 61

MEETING DATE: 9/14/2026

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Economic Growth and Prosperity**

Avondale supports a thriving local economy by fostering and supporting business growth, job creation, and workforce development. The City advances economic development, attracts high-quality entertainment and full-service amenities, and promotes a variety of attainable housing opportunities that strengthen the City's vitality.

PURPOSE:

City Council will consider a request to recommend approval to the Arizona Department of Revenue of an application for a Class C Bingo License submitted by Richard Garmong to conduct bingo games at Crandall-Palmer American Legion Post 61 located at 35 North Dysart Road in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Issuance of a Class C bingo license is required to allow the conducting of bingo games on the premises. Class C licenses are for licensees that are dedicated to raising funds for their sponsoring charitable organization and whose gross receipts exceed \$500,000 per year.

Crandall-Palmer American Legion Post 61 is an existing establishment located at 35 North Dysart Road in Avondale. The City Council recommended approval of a bingo license for the establishment on November 18, 1996. At that time, the establishment was located at 16 East Western Avenue. On May 19, 2003, City Council recommended approval of a location change from 16 East Western Avenue to their current location at 35 North Dysart Road.

The establishment's previous bingo license expired due to failure to renew on time, so they are reapplying for a new license.

DISCUSSION:

The Police, Fire & Medical, Development Services and Finance Departments have reviewed the application

and are recommending approval. Staff is working with the applicant to obtain an active business license.

BUDGET IMPACT:

The \$50 bingo license fee is mandated by state statute and has been paid in full.

RECOMMENDATION:

Staff are recommending that City Council recommend approval to the Arizona Department of Revenue of an application for a Class C Bingo License submitted by Richard Garmong for the conducting of bingo games at Crandall-Palmer American Legion Post 61 located at 35 North Dysart Road in Avondale and authorize the City Clerk to execute the necessary documents.

Contact person for document distribution: Chris Pierson

- Type or print in black ink and complete all information requested on this form. If you do not, your application will be returned. All information is subject to verification. If you need more space, attach additional sheets.
- **All bingo licenses expire one year from the date of issue.** To continue conducting live bingo games, you must renew your license prior to the expiration date pursuant to A.R.S. §§ 5-403(C) and 5-410.

1 Applicant's Name <i>Crandall-Palmer American Legion post 61</i>		
2a Mailing Address <i>35 N. Dysart Rd.</i>		
2b City <i>Avondale</i>	State <i>AZ</i>	ZIP Code <i>85323</i>
3a Administrative Office Location <i>N/A</i>		
3b City	State	ZIP Code
4a Name of Contact Person <i>Richard Garmong</i>		
4b Telephone No. [REDACTED]		
4c E-mail Address [REDACTED]		
4c Fax No. <i>N/A</i>		

Falsification of information contained in this application constitutes a Class 6 felony.

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

88

81 PM

80 RCVD

5 Class B and Class C license applicants only: If applying as a qualified organization, *check one box* to indicate the type of organization:

- ☐ Charitable ☐ Social ☐ Religious ☒ Veterans
☐ Fraternal ☐ Volunteer Fire Department ☐ Homeowners Association ☐ Nonprofit Ambulance Service

6 Class B and Class C license applicants only applying as a qualified organization, ***provide parent or auxiliary information:***

6a Parent Name <i>AMERICAN LEGION DEPARTMENT OF ARIZONA</i>			6b Auxiliary Name <i>Auxiliary Post 61</i>		
Address - Number and Street, Rural Rt., Apt. No. <i>4701 N 19th Ave # 200</i>			Address - Number and Street, Rural Rt., Apt. No. <i>35 N. Dysart Rd.</i>		
City <i>Phoenix</i>	State <i>AZ</i>	ZIP Code <i>85015</i>	City <i>Avondale</i>	State <i>AZ</i>	ZIP Code <i>85323</i>

7 Class B and Class C license applicants only applying as a qualified organization, ***list the current officers or Board of Directors of the organization:***

7a Name <i>Richard Garmong</i>			7b Name <i>Don Pinkalla</i>		
Title <i>Commander</i>			Title <i>1st Vice</i>		
Address - Number and Street, Rural Rt., Apt. No. [REDACTED]			Address - Number and Street, Rural Rt., Apt. No. [REDACTED]		
City [REDACTED]			City [REDACTED]		
7c Name <i>Dominick Delura</i>			7d Name [REDACTED]		
Title <i>2nd Vice</i>			Title [REDACTED]		
Address - Number and Street, Rural Rt., Apt. No. [REDACTED]			Address - Number and Street, Rural Rt., Apt. No. [REDACTED]		
City [REDACTED]			City [REDACTED]		
State [REDACTED]			State [REDACTED]		
ZIP Code [REDACTED]			ZIP Code [REDACTED]		

8 Class B and Class C license applicants only: Bingo checking account information:

Checking Account Number [REDACTED]	Bank Name [REDACTED]	Bank Branch [REDACTED]
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Continued on page 2 →

Crandall-Palmer American Legion Post 61

APPLICATION FOR BINGO LICENSE

9 Class B and Class C license applicants only: Bingo interest-bearing account information:

Account Number	Bank Name	Bank Branch

10 Class B and Class C license applicants only: List all officers and/or supervisors authorized to sign checks from the accounts listed above. If applying as a qualified organization, all supervisors must be members of the applicant:

10a Name Richard Garmong	10b Name Jennifer Manley
Title Commander	Title Club Steward/Manager

11 List the name(s) of the one or two persons who will serve as managers. If applying as a qualified organization, these persons must be members of the applicant. Each person must submit an affidavit.

11a Name Richard Garmong	11b Name Jennifer Manley
Title Commander/Manager	Title Club Steward/Manager

12 List the name of the one person designated as proceeds coordinator. If applying as a qualified organization, this person must be an officer or director and a member of the applicant. Each person must submit an affidavit.

Name Sheryl Good	Title Assit Finance Officer
---------------------	--------------------------------

13 List the name(s) of the person(s) who will serve as supervisor. If applying as a qualified organization, each person must be a member of the applicant. Each person must submit an affidavit. If additional names are required, please attach affidavits.

13a Name Jennifer Manley	13b Name Sheryl Good
Title Club Steward/Manager	Title Assist Finance Officer

14 List the name(s) of the person(s) who will serve as assistants. If applying as a qualified organization, each person must be a member or new member of the applicant. Except for "Class A" licensees, each person must submit an affidavit.

14a Name Sheryl Good	14b Name Regina Wade
14c Name Christine McNaught	14d Name Tamara Allen

15 Street address of the PHYSICAL location where live bingo will be played:

35 N. Dysart Rd. Avondale, AZ 85323

16 Games of Bingo must not exceed 5 days a week. Indicate the time on each respective day that live bingo will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
10 a.m. ☒	OFF ☐	11 a.m. ☒	OFF ☐	11 a.m. ☒	11 a.m. ☒	11 a.m. ☒
10 p.m. ☒	OFF ☐	11 p.m. ☒	OFF ☐	11 p.m. ☒	11 p.m. ☒	11 p.m. ☒

Continued on page 3 →

Applicant's Name (as shown on page 1)

Crandall-Palmer American Legion Post 61

APPLICATION FOR BINGO LICENSE

19 Expected bingo expenses:

a Mortgage: \$ N/A per month

Payable to	Address - Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

b Rent: \$ N/A per ☐ month ☐ hour ☐ occasion

Payable to	Address - Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

c Janitorial Services: \$ 19 per ☐ month ☒ hour ☐ occasion

Payable to <u>Heidi Graber</u>	Address - Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

d Accounting Services: \$ 1,000.00 per ☒ month ☐ hour ☐ occasion

Payable to <u>Veridian Accounting LLC</u>	Address - Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

e Security Services: \$ 103.64 per ☒ month ☐ hour ☐ occasion

Payable to <u>VPRINT</u>	Address - Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

f Bingo Supplies: \$ 1,927.50 per 5 months

Payable to <u>Cactus Bingo Supply</u>	Address - Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

20 Who is your live bingo supplier? (For all bingo supplies). Do you foresee purchasing/renting machines as "technological aids for your live bingo games?"

Cactus Bingo supply & YES - We are seriously
considering using Bonanza Bingo supply once we
receive our new license.

Continued on page 5 →

Applicant's Name (as shown on page 1)

Crandall-Palmer American Legion Post 61

APPLICATION FOR BINGO LICENSE

I, Richard Garmong, under penalty of perjury and upon oath, declare that I am duly authorized to sign and file this application. I hereby swear or confirm that I have read the foregoing application and know the contents thereof and that all information provided has been fully, accurately, and truthfully completed to the best of my knowledge.

DATE

TITLE

24 Aug 2026 Resident/Commander

Please mail to:

Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007
☎ (602) 716-7801

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

☐ Approved

☐ Disapproved

☐ Class A License

☐ Class B License

☐ Class C License

Reviewer's Name (please print)

Date

License Number

Effective Date

Expiration Date

FOR OFFICIAL USE ONLY PURSUANT TO A.R.S. § 5-404.A

- **License Applicants:** Complete lines 2, 3, and 4. Submit with entire license package to local governing body.
- **Local Governing Body:** Complete and return with license package to the Department of Revenue Bingo Section.
A.R.S. §§ 5-409 and 5-410

☒ New Application☐ Change of Location

Date

24 Aug 2026

License Number

From (Name of local governing body)

City of Avondale

Address (number and street, PO Box)

11465 W Civic Center Drive

City

Avondale

State

AZ

ZIP Code

85323

Phone No. (with area code)

(623) 333-1000

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80 RCVD

- 1 This is to certify that on _____ a hearing was conducted pursuant to Arizona Revised Statute, Title 5, Chapter 4, in the matter of:

☒ Application for a bingo license by the following applicant.☐ Application for a bingo license location transfer.

- 2 Applicant's Name

Crandall/Palmer American Legion Post #61 Department of Arizona

- 3 Location/Address where live bingo will be conducted:

35 North Dysart Rd

City

Avondale

State

AZ

ZIP Code

85323

- 4 Fill in the time on the days live bingo will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
10 ☒ a.m. 10 ☒ p.m.	off ☐ a.m. off ☐ p.m.	11 ☒ a.m. 11 ☒ p.m.	off ☐ a.m. off ☐ p.m.	11 ☒ a.m. 11 ☒ p.m.	11 ☒ a.m. 11 ☒ p.m.	11 ☒ a.m. 11 ☒ p.m.

- 5 Who is your live bingo supplier?

Cactus Jack Bingo Supply & Bonanza Bingo Supply

- 6 Recommendation for the application: ☐ Approved ☐ Disapproved

- 7 Specific reasons for disapproval are hereby listed pursuant to A.R.S. § 5-404.1:

This endorsement must be signed by a delegated authority of the local governing body.

PRINTED NAME

SIGNATURE

DATE

TITLE

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

Avondale

BINGO LICENSE APPLICATION

Applicant's Name	Richard Garmong
Business Name	Crandall-Palmer American Legion Post 61
Business Address	35 N. Dysart Rd., Avondale, AZ, 85323

DEPARTMENT REVIEW

Police Department Comments	
No concern	
☒ Approved	☐ Denied
Signature: <u>Varney Lopez</u> Varney Lopez (Aug 26, 2026 16:49:15 PDT)	
Email: vlopez@avondaleaz.gov	

Finance & Budget Department Comments	
NO ACTIVE BUSINESS LICENSE. CUSTOMER WILL NEED TO APPLY FOR ONE	
☒ Approved	☐ Denied
Signature: <u>SELENE GARCIA</u> SELENE GARCIA (Aug 31, 2026 08:09:16 PDT)	
Email: bizlic@avondaleaz.gov	

Fire & Medical Department Comments	
Approved	
☒ Approved	☐ Denied
Signature: <u>L. Scott Miller</u> L. Scott Miller (Aug 25, 2026 15:09:30 PDT)	
Email: smiller@avondaleaz.gov	

Development Services Department Comments	
The subject property is an existing social/private club under the Avondale Zoning Ordinance and a "qualified organization" under A.R.S Title 5 Chapter 4 (5-401). A qualifying, non commercial, non profit bingo operation is permitted as part of the existing use of the property.	
☒ Approved	☐ Denied
Signature: <u>Joshua T. Orton</u> Joshua T. Orton (Aug 31, 2026 14:52:13 PDT)	
Email: jorton@avondaleaz.gov	

ITEM NUMBER: 4.c.

SUBJECT: Liquor License — Series 12 (Restaurant) — Apsara Asian Restaurant

MEETING DATE: 9/14/2026

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Economic Growth and Prosperity**

Avondale supports a thriving local economy by fostering and supporting business growth, job creation, and workforce development. The City advances economic development, attracts high-quality entertainment and full-service amenities, and promotes a variety of attainable housing opportunities that strengthen the City's vitality.

PURPOSE:

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Linna Touch for the sale of alcohol at Apsara Asian Restaurant located at 10555 West Indian School Road, Suite D101-102 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Issuance of a Series 12 (Restaurant) liquor license is required to allow alcohol sales on the premises. Series 12 restaurant liquor licenses are exempt from the state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

Apsara Asian Restaurant is an existing establishment located at 10555 West Indian School Road, Suite D101-102 in Avondale. The City Council recommended approval of a Series 12 restaurant liquor license at the establishment on August 26, 2024; however, the business is reapplying for a new license due to a change in ownership.

Previous Ownership: V & D Touch LLC

New Ownership: Linna Touch LLC

DISCUSSION:

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

are recommending approval.

BUDGET IMPACT:

The liquor license fee in the amount of \$250 has been paid in full.

RECOMMENDATION:

Staff are recommending that City Council recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) submitted by Linna Touch for the sale of alcohol at Apsara Asian Restaurant located at 10555 West Indian School Road, Suite D101-102 in Avondale and authorize the City Clerk to execute the necessary documents.

Contact person for document distribution: Chris Pierson

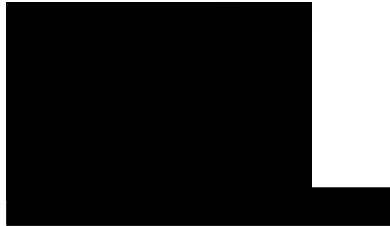
Name:
LINNA TOUCH

Title:
Member

% Interest:
100.00

LINNA TOUCH LLC - Member

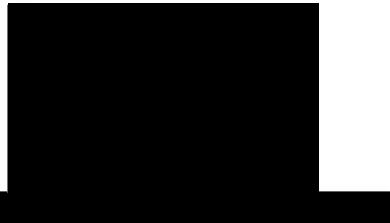
Name: LINNA TOUCH
Gender: Female
Correspondence Address:



Phone:
Alt. Phone:
Email:

MANAGERS

Name: LINNA TOUCH
Gender: Female
Correspondence Address:



Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 406200
Application Type: New Application
Created Date: 07/15/2026



QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
Yes
What date are you taking ownership? Please upload the Interim Permit Notary page when you reach the upload page.
07/23/2026
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
DEPOSIT NOT REFUNDED
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
N/A
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
No
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
RESTAURANT

State of Arizona
Department of Liquor Licenses and Control

Created 07/23/2026 @ 02:44:39 PM

Local Governing Body Report

LICENSE

Number:	INP070039106	Type:	INP INTERIM PERMIT
Name:	APSARA ASIAN RESTAURANT		
State:	Active		
Issue Date:	07/23/2026	Expiration Date:	11/03/2026
Original Issue Date:	07/23/2026		
Location:	10555 W INDIAN SCHOOL ROAD STE D101-102 AVONDALE, AZ 85392 USA		
Mailing Address:			
Phone:			
Alt. Phone:			
Email:			

AGENT

Name:	LINNA TOUCH
Gender:	Female
Correspondence Address:	

Phone:	
Alt. Phone:	
Email:	

OWNER

Name:	LINNA TOUCH LLC		
Contact Name:	LINNA TOUCH		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	25059794	State of Incorporation:	AZ
Incorporation Date:	05/05/2026		
Correspondence Address:			

Phone:	
Alt. Phone:	
Email:	

Officers / Stockholders

Name:
LINNA TOUCH

Title:
Member

% Interest:
100.00

LINNA TOUCH LLC - Member

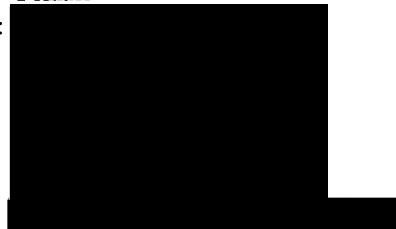
Name: LINNA TOUCH
Gender: Female
Correspondence Address:



Phone:
Alt. Phone:
Email:

MANAGERS

Name: LINNA TOUCH
Gender: Female
Correspondence Address:



Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 406202
Application Type: New Application
Created Date: 07/15/2026

A handwritten signature in black ink, appearing to be 'SJA', located next to the application information.

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
012070030210
- 2) Is the license currently in use?
Yes
- 3) Submit the interim permit section of the license series application you are applying for when you reach the upload page.
Yes
A Document of type INTERIM NOTARY PAGE is required.

SECTION 5 - Organization

14-JUL-2026 PM10:25

EACH PERSON LISTED **MUST** SUBMIT A PERSONAL QUESTIONNAIRE FORM, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

Fingerprint requirements: A.R.S. § 4-202 <https://azliquor.gov/fingerprints.cfm>

1. If the applicant is an entity, not an individual, answer questions A and B.

A) Date Incorporated/Organized: 05-05-2026 State where Incorporated/Organized: AZ

B) AZ Corporation or AZ L.L.C. Entity No: 25059794 Approval Date: 05/06/2026

2. List any individual or entity that owns interest of 10% or more, and/or has control. If the owner/member listed below owns another entity, **MUST** attach a statement which includes the liquor license number involved.

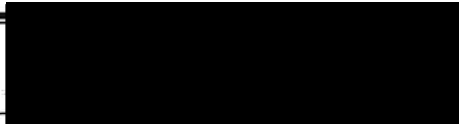
Name	Title	%	Complete Mailing Address
Linna Touch	Member	100	

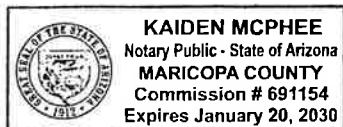
(Attach additional sheet if necessary)

SECTION 6 - Interim Permit

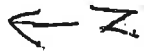
1. Current license number at the location: 012070030210 Is the license currently in use? ☒ Yes ☐ No

2. If **NOT** currently in use, how long has it been since the license was last used at this location? _____

Current Licensee Name: <u>Vathy Touch</u>	Signature: 
State of <u>Arizona</u>	
County of <u>Maricopa</u>	
Signed before me on this <u>10</u> day of <u>July</u> , 20 <u>26</u>	
Notary Signature <u>Kaiden McPhee</u>	
My commission expires on <u>20</u> day of <u>Jan</u> , 20 <u>30</u>	

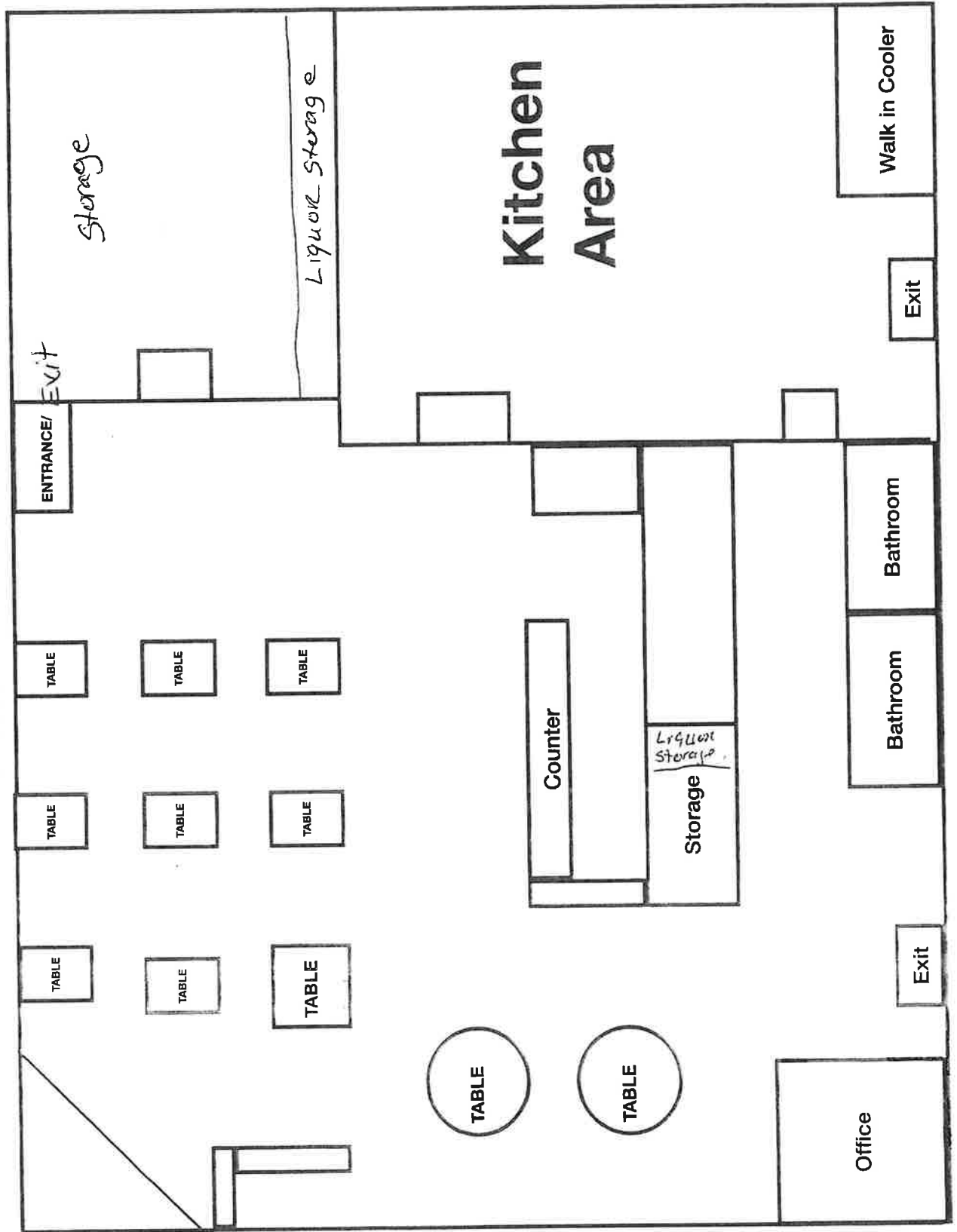


Notary Seal



14-JUL '26 AM10:25

3398 SF



Apsara Asian Restaurant



MENU

Store Hour: Monday - Sunday 10:00AM - 9:00PM

10555 West Indian School Road

Avondale, AZ 85392

Phone: (623) 888-8833

www.apsaraasian.com

Party Of 5 and More 18% Gratuity will be included. Thank You

Please advise server for any Allergy

Warning:

Please Choose your spicy level wisely

We will not refund or exchange!

APPETIZERS

26 7 21 04 PM 2:29

1. Fresh Roll (2) \$8

Choice of Meat: Shrimp, Chicken, Pork, Fried Tofu or Veggie.

Lettuce, cucumber, basil, beansprouts and vermicelli noodle wrapped in rice paper.

Served with house sauce or peanuts sauce.

2. Lorts (Mini Egg Roll) (8) \$12

Ground pork, taro, onions and peanuts wrapped in egg roll shell deep fried to golden brown.

3. Shrimp Roll (8) \$15

Marinated shrimp wrapped in egg roll shell deep fried to golden brown.

4. Dumpling (8) \$10 (Pork or Chicken)

Served steam or fried. Served with savory soy sauce.

5. Fried Chive Dumplings (4) \$10

6. Crab Rangoon (8) \$12

Crabmeat, celery, carrots and cream cheese wrapped in egg roll skin.

7. Cream Cheese Rangoon (8) \$10

Cream cheese, onions and scallion wrapped in egg roll skin.

8. Edamame \$8 (Salt or Spicy)

9. Scallion Pancakes \$8

10. Crispy Calamari \$15

Deep fried squid with battered till crispy. Served with sweet chili sauce.

11. Triangel \$12

Fried battered tofu till golden brown. Served with sweet chili sauce.

12. Plain Wings (8) \$10

13. Oyster Wings (8) \$12

14. Thai Crispy Wings (8) \$15

Fried battered wings tossed with salt, onions, scallion, jalapeños and dry peppers.

15. Sweet & Sour Wings (8) \$12

16. Apsara Beef Stick (5) \$20

Marinated steak with our special lemongrass blend of spice/herb and oyster.

Grill and served with papaya pickle.

17. Angel Wings \$20

Whole wing stuff with ground pork, lemongrass, mung bean thread noodle, peanuts.

18. Lemongrass Sauce Wings \$12

19. Sweet & Chili Wings \$14

20. Steam Bao (1) \$7

Ground pork, black mushroom, jicama, onion, Chinese sausage and egg.

21. Fried Vegetable Springroll \$10

22. Chicken Fingers (12) \$13

23. Hot & Sour Soup (Small: \$7 Large: \$11)

24. Wonton Soup (Small: \$7 Large: \$11)

25. Egg Drop Soup (Small: \$7 Large: \$11)



Fried Vegetable Spring Roll

SALADS

26. **Larb** (Choice of Meat: Chicken or Pork \$17 Beef: \$20)

Shallow, cilantro, ground roast rice and fresh mints. (Beef contain Lemongrass)

27. **Green Papaya Salad** \$15

Add Salty Crab: \$3

Shredded green papaya, carrots, long bean and tomatoes in tang dressing sauce.

28. **Beef Salad** \$20

Slice beef, lemongrass, cabbage, carrots, onions, red bell peppers, beansprouts and basil mix in anchovy sauce.

29. **Cambodian Beef Salad (Plea Sach Ko)** \$20

Slice beef, fermented fish, lemongrass, cabbage, carrots, onions, red bell peppers, beansprouts and basil mix in anchovy sauce.

30. **Cambodian Salad (Nhoam)**

Choice of meats: pork or chicken \$17 Shrimp: \$20

Cabbage, carrots, onions, cucumber, bell peppers, beansprouts, basil and peanuts mix in lime sauce.

31. **Mango Salad**

Choice of meat: Pork or Chicken \$17 Shrimp: \$20

Shredded mango, shallot, bell peppers, carrots, purple cabbage, toast coconuts and peanuts.

Papaya Salad

Larb Sach Ko
(Beef Larb)

CAMBODIAN PHO/PORRIDGE

32. **Phnom Penh Pho (Dry or Soup)** \$17

Rice noodles, ground pork, slice pork, pork liver, shrimp and beef meatball in house broth, Garnish with beansprouts, fried garlic, cilantro and scallion.

33. **Beef Cambodian Pho** \$17

Rice noodles, slice beef, beef tripe and beef meatball in house broth. Garnish with beansprouts, fried garlic, cilantro and scallion.

34. **Cambodia Pho**

Choice of meat: Chicken, beef meatball, Vegetable \$17 Shrimp or Seafood \$20

Rice noodles in house broth, Garnish with beansprouts, fried garlic, cilantro and scallion.

35. **Porridge (Bor-Bor Kreung)**

Choice of meat: Chicken, pork blood, beef meatball \$17 Fish, Shrimp or seafood: \$20

Boiled rice porridge, scallion, cilantro and fried garlic.

36. **Nam Ya**

Choice of meat: Chicken, Pork, Beef, Tofu, Veggie \$17 Shrimp or Seafood: \$20

Ramen prepare with house broth, coconut milk, lemongrass, nam ya paste, kaffir lime leave, peanut, garnish with shredded cabbage and carrots.

37. **Nom Banh Chok (Cambodian Authentic Noodle Dish)** \$18

Choice of broth: Fish, Lemongrass broth or Chicken Kari broth.

38. **Tom Yum Noodle Soup** \$20

Mung bean thread noodles, ground pork, shrimp and squid prepare in tom yum broth.

39. **Wonton Noodle Soup (Mee Kiev)** \$18

Flat yellow noodle, wonton dumpling, fried garlic, scallion, cilantro and beansprouts.

Phnom Penh Pho (Dry or Soup)



SOUP/CURRY

(Come with side of white rice)

25 7 21 Wed, Sept PM 2:29
Upgrade

Brown Rice \$2

Fried Rice \$2

Choice of protein: Chicken, Pork, Beef, Tofu or Veggie \$18 Shrimp, Seafood or Fish \$20

40. Tom Yum (Hot & Sour Thai Soup)

Tom yum paste, kaffir leaves, basil, lemongrass and straw mushroom.

41. Tom Kha Gai (Coconut Soup)

Coconut milk, galangal, lemongrass, kaffir leave, straw mushroom, tomato, scallion and cilantro.

42. Vietnamese Soup (Sweet & Sour Soup)

Pineapple, lotus roots, tomato, lemongrass and mix herb.

43. Cambodian Lemongrass Soup (Somlor Machu Kreung) Beef or Pork Rib \$20

Prepare with lemongrass paste, tamarind, round eggplant, celery and holy basil.

44. Kaeng Curry (Red, Green, Yellow, Pineapple, Mango or Thai Pumpkin)

Coconut milk, onion, carrots, green bean, slice bamboo and basil.

45. Massaman

Coconuts milk, onion, carrots and potatoes.

46. Panang

Coconut milk, onion, carrots, green bean, slice bamboo and basil.

47. Cambodia Sour Soup

Lemongrass, kaffir leave, garlic, onions, cilantro, basil and lime.

NOODLES DISH

Choice of protein: Chicken, Beef, Pork, Tofu or Veggie. \$18

Shrimp or Seafood \$20

48. Pad Thai

Shredded cabbage, beansprouts, scallion and ground peanuts. **Add shredded egg \$1.50**

49. Lo Mein

Shredded cabbage, beansprouts and scallion.

50. Ramen

Egg, Chinese broccoli, beansprouts and scallion.

51. Flat Yellow Noodle

Eggs, Chinese broccoli, beansprouts and scallion.

52. Pad Siew

Wide rice noodle with egg, onions, carrots and Chinese broccoli.

53. Pad Ke Mao

Wide rice noodle with egg, onions, carrots, slice bamboo and basil.

54. Pad Woon Sen

Mung bean thread noodle, onion, carrots and slice bamboo.

55. Bee Bong

Vermicelli noodles with lettuce, beansprouts, carrots, onions, scallion, coconut milk and ground peanut. Served with warm spring roll and house sauce.



Me Ka Tang



56. **Lort Cha** Add Egg: \$1.50

Pine noodle, beansprouts and scallion.

57. **Me Ka Tang** Add Egg: \$1.50

Wide flat noodle with egg, Chinese broccoli, carrots and baby corn.

58. **Mee Kraw Lar** \$18 (No Meat Option)

Steam rice noodles, boiled egg, ground dried shrimp, peanuts, Beansprouts and papaya pickle. Served with house sauce.

STIR FRY

(Come with side of white rice)

Choice of protein: Chicken, Beef, Pork, Tofu or Veggie. \$18

Upgrade

Brown Rice \$2

Fried Rice \$2

Shrimp, Salmon or Seafood \$20

59. **Mongolian Sauce**

Onion and snow pea.

60. **Lok Lak** \$20 (Only come with Cube cut beef)

Cube cut steak tossed with onions black pepper and oyster sauce. Garnish with lettuce, cucumber and tomato.

61. **Pad Sweet & Sour**

Fresh pineapple, onions and carrots in sweet & sour sauce.

62. **Pad Ginger**

Fresh ginger, onions and carrots in oyster sauce.

63. **Pad Garlic**

Fresh Garlic, onions and carrots in oyster sauce.

64. **Basil Sauce**

onions, carrots, baby corn, bamboo slice and broccoli.

65. **Eggplant Garlic Sauce**

Fried eggplant and scallion.

66. **Stir Fried Bok Choy**

Bok choy tossed in oyster sauce.

67. **Pad Cashew Nuts**

Cashew nuts, onions and carrots in oyster sauce.

68. **Pad Ka Prow Sauce**

Onions, coconuts milk and basil.

69. **Lemongrass Sauce**

Onions, carrots, bell peppers, coconuts milk, peanuts and basil.

70. **Broccoli Oyster Sauce**

71. **Baby Corn Oyster Sauce**

72. **Chinese Broccoli Oyster Sauce**

Lok Lak



Lort Cha



Mongolian Sauce

Lo Mein



Saler Ma Cha Kuey



73. Cambodian Stir Fry Ginger

Fresh ginger, onions and scallion in oyster sauce.

74. Cambodian Stir Fry Lemongrass

Lemongrass paste, onions, green bean and bell pepper.

75. Ah Mok (Cambodian Authentic) \$20

Steam marinate cat fish in lemongrass paste, Chinese broccoli, coconuts milk and kraffir.

76. Salty Fish Eggs Omelet (Cambodian Authentic) \$20

Ground pork, salty fish and egg.

77. General Tsao's Chicken \$18

Can only cook with breaded chicken.

78. Orange Chicken \$18

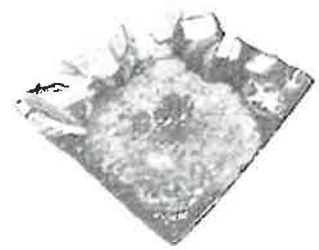
Can only cook with breaded chicken.

79. Sesame Chicken \$18

Can only cook with breaded chicken.

80. Sweet & Sour Chicken \$18

Battered chicken white meat tossed in Sweet & sour sauce.



FRIED RICE/RICE PLATE

Choice of protein: Chicken, Beef, Pork, Tofu or Veggie. \$18 Shrimp, Salmon or Seafood \$20

81. House Fried Rice

Egg, onions, pea & carrots and scallion.

82. Basil Fried Rice

Egg, Pea & carrots and basil.

83. Pineapple Fried Rice

Egg, pea & carrots, pineapple, cashew nuts and curry.

84. Lemongrass Fried Rice

Egg, pea & carrots and lemongrass paste.

85. Special Seafood Fried Rice \$25

Egg, squid, shrimp, mussels, Chinese sausage and chicken.

86. Salty Fish Fried Rice \$25

Egg, salty fish, ground pork.

87. Grill Pork Over Rice (Bai Each Chrouk) \$18 Add Shredded: \$1.50

Slice marinate pork and side of soup.



SIDE ORDER

- Sticky Rice \$7
- White Rice (Small: \$2 Large: \$6)
- Brown Rice \$3
- Rice Noodle \$3
- Ramen \$3
- Ja Kwai \$4
- 8oz Curry Sauce \$8
- 16oz Hot Oil \$16

DESSERT

- Mango Sticky Rice \$10
- Palm Seed Desert \$8
- Fried Ice Cream \$10
- (Vanilla, Chocolate or Strawberry)

BEVERAGE

- Thai Ice Tea \$5.99
- Vietnamese Ice Coffee \$7.99
- Minute Maid Orange Juice \$4.99
- Minute Maid Apple Juice \$4.99
- Coke, Diet Coke, Sprite, Dr Pepper \$5
- Sunny D \$2.99
- Flavor Lemonade \$6.99
- (Strawberry, Passion Fruit or Dragon Fruit)
- Flavor Ice Tea \$5.99
- (Strawberry, Passion Fruit, Raspberry, Mango or Dragon Fruit)
- Hot Tea \$5
- Unsweet Ice Tea \$3.99
- Fresh Coconut \$6.99
- Japanese Soda \$4.99
- Tiger Milk Tea \$6.99
- Bottle Water \$1.99

SMOOTHIES

(Small \$5.99 Large \$6.99)

Not Real Fruit

- Strawberry
- Strawberry Banana
- Mango
- Taro
- Honeydew
- Coconuts
- Pina Colada
- Matcha Green Tea
- Strawberry Green Tea Matcha
- Add Boba: \$1.99
- Black Boba
- Crystal Boba
- Mango Popping
- Passion Fruit Popping
- Lychee Popping

DRINK

BOTTLE SELECTIONS

Beer

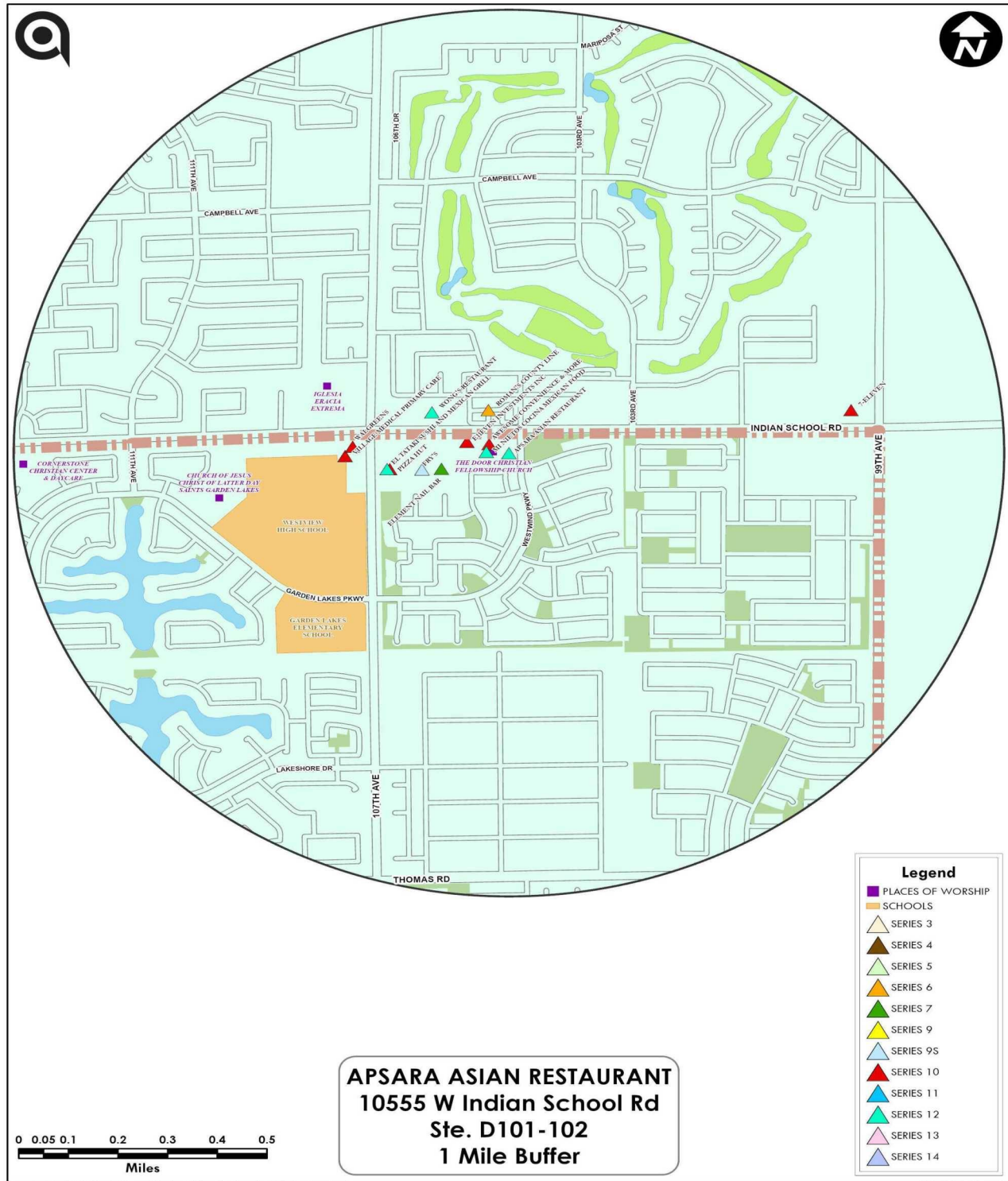
MODELO	7
SAIGON	7
CHANG	7
BEER LAO CLASSIC	7
BEER LAO DARK	7
SAN MIGUEL CLASSIC	7
SAN MIGUEL LYCHEE	7
SINGHA	7
KIRIN ICHIBAN	7
SAPPORO BLACK	10
BUZZ BALL	7

soju

STRAWBERRY	13
LYCHEE	13
GRAPE	13
PEACH	13



GIS MAP



LICENSE REVIEW FORM

Type of License	12 - Restaurant
Applicant's Name	Linna Touch
Business Name	Apsara Asian Restaurant
Business Address	10555 W. Indian School Road Ste. D101-102
Department Comments	
Approved as a restaurant use in this location. Restaurants require that food sales constitute more than fifty (50) percent of the gross sales receipts for food and beverages.	
☐ Police Department☒ Development Services☐ Fire Department☐ Finance Department	
☒ Approved☐ Denied	
<u>Joshua Orton</u> Joshua Orton (Aug 4, 2026 16:31:11 PDT) E-Signature Joshua Orton Name	Principal Planner Title Aug 4, 2026 Date

This license is scheduled for the City Council Meeting on: 9/14/2026

Please complete form by: 8/20/2026

LICENSE REVIEW FORM

Type of License	12 - Restaurant
Applicant's Name	Linna Touch
Business Name	Apsara Asian Restaurant
Business Address	10555 W. Indian School Road Ste. D101-102
Department Comments	
Active business license- Exp. 12/31/2026	
☐ Police Department☐ Fire Department ☐ Development Services☒ Finance Department	
☒ Approved☐ Denied	
<u>Finance & Budget Business License</u> Finance & Budget Business License (Aug 5, 2026 08:14:03 PDT) E-Signature Finance & Budget Business License Name	Revenue Division Title Aug 5, 2026 Date

This license is scheduled for the City Council Meeting on: 9/14/2026

Please complete form by: 8/20/2026

LICENSE REVIEW FORM

Type of License	12 - Restaurant
Applicant's Name	Linna Touch
Business Name	Apsara Asian Restaurant
Business Address	10555 W. Indian School Road Ste. D101-102
Department Comments	
Approved	
☐ Police Department	☒ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
 L.Scott Miller (Aug 6, 2026 17:51:58 PDT) E-Signature	Fire Marshal Title
L.Scott Miller Name	Aug 6, 2026 Date

This license is scheduled for the City Council Meeting on: 9/14/2026

Please complete form by: 8/20/2026

LICENSE REVIEW FORM

Type of License	12 - Restaurant
Applicant's Name	Linna Touch
Business Name	Apsara Asian Restaurant
Business Address	10555 W. Indian School Road Ste. D101-102
Department Comments	
Reviewed. No concerns.	
☒ Police Department ☐ Fire Department	
☐ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
<u>Varney Lopez</u> Varney Lopez (Aug 13, 2026 09:27:38 PDT)	Lieutenant
E-Signature	Title
Varney Lopez	Aug 13, 2026
Name	Date

This license is scheduled for the City Council Meeting on: 9/14/2026

Please complete form by: 8/20/2026

ITEM NUMBER: 4.d.

SUBJECT: Liquor License — Permanent Extension of Premises for Existing Series 12 (Restaurant) — Valley Golf Center

MEETING DATE: 9/14/2026

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Economic Growth and Prosperity**

Avondale supports a thriving local economy by fostering and supporting business growth, job creation, and workforce development. The City advances economic development, attracts high-quality entertainment and full-service amenities, and promotes a variety of attainable housing opportunities that strengthen the City's vitality.

PURPOSE:

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Permanent Extension of Premises/Patio Permit submitted by Jeffrey Miller for the existing Series 12 (Restaurant) Liquor License at Valley Golf Center located at 12247 West Indian School Road in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Valley Golf Center is an existing establishment located at 12247 West Indian School Road in Avondale. City Council recommended approval of a Series 12 (Restaurant) Liquor License on January 9, 2023, and a Series 07 (Beer and Wine) Liquor License on March 6, 2023.

The City Clerk's department has received an application from Jeffrey Miller for a Permanent Extension of Premises/Patio Permit for the Series 12 (Restaurant) Liquor License at Valley Golf Center. The perimeter of the onsite restaurant is being extended to allow for a larger patio and new tables. The request for the Permanent Extension of Premises is to allow sales and consumption of alcoholic beverages in the newly configured area as well as some existing areas of the establishment.

DISCUSSION:

The Police, Fire & Medical, Development Services and Finance Departments have reviewed the application and are recommending approval. As of September 8, 2026, the business has obtained an active business

license.

BUDGET IMPACT:

No budget impact

RECOMMENDATION:

Staff are recommending that City Council recommend approval to the Arizona Department of Liquor License and Control of an application for a Permanent Extension of Premises/Patio Permit submitted by Jeffrey Miller for the existing Series 12 (Restaurant) Liquor License at Valley Golf Center located at 12247 West Indian School Road in Avondale and authorize the City Clerk to execute the necessary documents.

Contact person for document distribution: Chris Pierson



Arizona Department of Liquor Licenses and Control
<https://www.azliquor.gov>
(602) 542-5141

DLLC USE ONLY

Job #:

Date Accepted:

LC:

License #:

**PERMANENT EXTENSION OF
PREMISES/PATIO PERMIT**
NON-REFUNDABLE \$50.00 FEE WILL APPLY

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR

****Notice: Allow 30-45 days to process permanent change of premises****

License#: 012070024070

Specific purpose for change: Adding on additional square footage for outdoor patio area
8,160 Ft

1. Agent Name: Miller Jeffrey C
Last First Middle
2. Business Name: VALLEY GOLF CENTER
3. Business Location Address: 12247 W INDIAN SCHOOL ROAD AVONDALE, Arizona 85392
Street City State Zip Code
4. Mailing address: [REDACTED]
Street City State Zip Code
5. Email Address: [REDACTED]
6. Business Phone Number: [REDACTED] Contact Phone Number: [REDACTED]

7. Is extension of premises/patio complete? ☐ N/A ☒ Yes ☐ No
If no, what is your estimated completion date? _____
8. Do you understand Arizona Liquor Laws and Regulations? ☒ Yes ☐ No
9. Does this extension bring your premises within 300 feet of a school? ☐ Yes ☒ No
10. Have you received approved Liquor Law Training? ☒ Yes ☐ No

11. What security precautions will be taken to prevent liquor violations in the extended area?
Area of extension will be under constant observation during regular business hours.

IMPORTANT

MUST ATTACH A DIAGRAM, clearly depicting your licensed premises along with the new extended area, *If the extended area is not outlined and marked "extension" we cannot accept the application.*

BARRIER

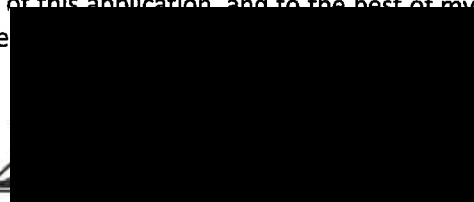
☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

☐ Approval ☐ Disapproval by DLLC: _____

SIGNATURE

Declaration:

I, (Print Name) Jeffrey C Miller, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.



GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

☐ Approval ☐ Disapproval

Authorized Signature

Title

Agency

Date

DLLC USE ONLY

Investigation Recommendation: ☐ Approval ☐ Disapproval by: _____ Date: ____/____/____

Director Signature required for Disapprovals: _____ Date: ____/____/____

3:16

32

Adding
8,160 sq

98°
AQI 40

W INC



NEW
EXTENSION

KEY

Fully Enclosed
Fencing.

New Tables
Extended
Restaurant Patio

XXXXXX
Currently
approved
Restaurant Patio

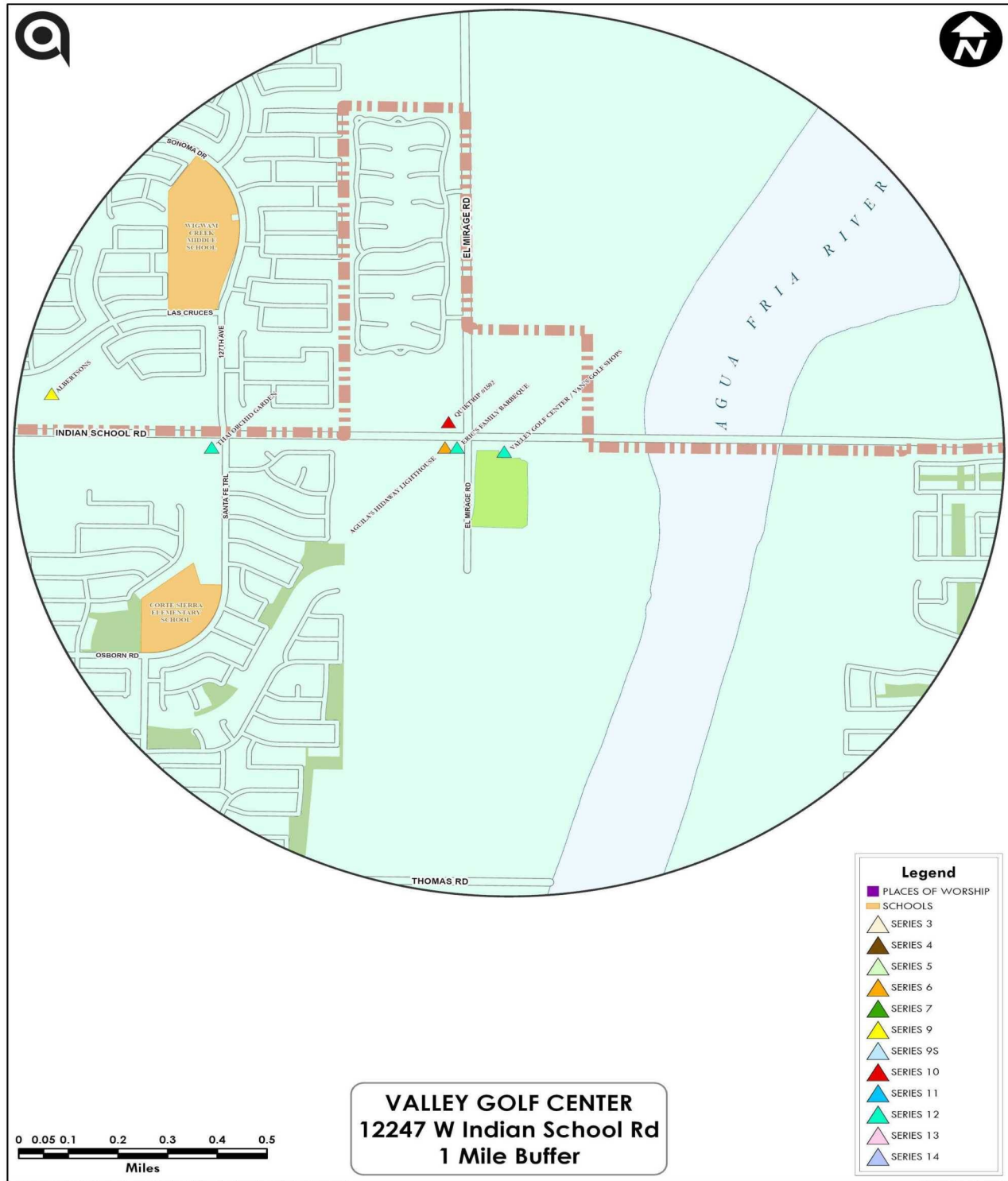
EXISTING

Q Apple Maps



RO

GIS MAP



LICENSE REVIEW FORM

Type of License	Permanent Extension of Premises/Patio Permit
Applicant's Name	Jeffrey C Miller
Business Name	Valley Golf Center
Business Address	12247 W. Indian School Rd.
Department Comments	
The existing golf center was approved under a "special use district" zoning that included potential expansion into a restaurant use where food sales constitute more than fifty (50) percent of the gross sales receipts for food and beverages. Expansion of the restaurant/driving range patio area will be subject to a limited design review and approval.	
☐ Police Department☒ Development Services☐ Fire Department☐ Finance Department	
☒ Approved☐ Denied	
<u>Joshua Orton</u> Joshua Orton (Aug 24, 2026 10:41:06 PDT) E-Signature Joshua Orton Name	Principal Planner Title Aug 24, 2026 Date

This license is scheduled for the City Council Meeting on: 9/14/2026

Please complete form by: 8/20/2026

LICENSE REVIEW FORM

Type of License	Permanent Extension of Premises/Patio Permit
Applicant's Name	Jeffrey C Miller
Business Name	Valley Golf Center
Business Address	12247 W. Indian School Rd.
Department Comments	
Business license record BL-027193 is not in compliance- expired 12/31/2025. Waiting to hear back from Liz to confirm they show current on their sales tax returns.	
☐ Police Department☐ Fire Department ☐ Development Services☒ Finance Department	
☒ Approved☐ Denied	
 Finance & Budget Business License (Aug 24, 2026 17:08:07 PDT) E-Signature Finance & Budget Business License Name	Customer Service Supervisor Title Aug 24, 2026 Date

This license is scheduled for the City Council Meeting on: 9/14/2026

Please complete form by: 8/20/2026

LICENSE REVIEW FORM

Type of License	Permanent Extension of Premises/Patio Permit
Applicant's Name	Jeffrey C Miller
Business Name	Valley Golf Center
Business Address	12247 W. Indian School Rd.
Department Comments	
Approved	
☐ Police Department	☒ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u>L. Scott Miller</u> L. Scott Miller (Aug 26, 2026 16:16:56 PDT)	Fire Marshal
E-Signature	Title
<u>L. Scott Miller</u>	<u>Aug 26, 2026</u>
Name	Date

This license is scheduled for the City Council Meeting on: 9/14/2026

Please complete form by: 8/20/2026

LICENSE REVIEW FORM

Type of License	Permanent Extension of Premises/Patio Permit
Applicant's Name	Jeffrey C Miller
Business Name	Valley Golf Center
Business Address	12247 W. Indian School Rd.
Department Comments	
No concerns	
☒ Police Department ☐ Fire Department ☐ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
<u>Varney Lopez</u> Varney Lopez (Aug 27, 2026 08:10:47 PDT) E-Signature	Lieutenant Title
Varney Lopez Name	Aug 27, 2026 Date

This license is scheduled for the City Council Meeting on: 9/14/2026

Please complete form by: 8/20/2026

ITEM NUMBER: 4.e.

SUBJECT: Transfer of Funds for Establishing the HAWK Signal on Lower Buckeye (T0558) Project

MEETING DATE: 9/14/2026

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 establish the HAWK Signal on Lower Buckeye (T0558) project by approving a \$60,000 budget transfer, approving an award authority of \$110,000, and authorizing Finance and Budget Department staff to take the steps necessary to execute the fund transfer. The Council will take appropriate action.

BACKGROUND:

Lower Buckeye Road is an east-west arterial roadway serving surrounding neighborhoods, commercial areas, schools, and the traveling public. The City hired a traffic consultant to conduct a Controlled Pedestrian Analysis along Lower Buckeye Road between El Mirage Road and 119th Avenue to evaluate existing pedestrian crossing conditions and assess pedestrian and vehicular activity. Pedestrians regularly cross Lower Buckeye Road while traveling to and from neighborhoods, commercial areas, the nearby greenbelt, public parks, and local schools.

The analysis was conducted in accordance with the guidance provided by the Manual on Uniform Traffic Control Devices (MUTCD) and the Federal Highway Administration's (FHWA) Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations. Based on the study findings, a HAWK signal was recommended at a location that would naturally encourage pedestrians to use a designated crossing and concentrate pedestrian movements at a single location. Existing traffic volumes, travel speeds, and the roadway crossing distance present challenges for pedestrians attempting to cross Lower Buckeye Road at mid-block or non-signalized locations.

The proposed project will advance the design of a Pedestrian Hybrid Beacon, commonly known as a HAWK

signal, at the identified crossing location on Lower Buckeye Road. A HAWK signal is a pedestrian-activated traffic control device that provides a controlled crossing opportunity while minimizing traffic delays when there is no pedestrian crossing demand.

This initial funding request to establish the HAWK Signal on Lower Buckeye (T0558) project is to fund the design of the proposed HAWK signal. Funding the design phase will allow the City to develop final construction documents and cost estimates, complete the required traffic engineering analysis and coordination, identify potential utility or right-of-way conflicts, and prepare the project for future construction funding and delivery.

Staff is requesting a \$60,000 transfer of funds to provide project T0558 with sufficient funding to proceed with the design phase of the HAWK Signal on Lower Buckeye.

DISCUSSION:

The Controlled Pedestrian Analysis evaluated pedestrian-crossing conditions on Lower Buckeye Road between El Mirage Road and 119th Avenue and identified a need for a controlled pedestrian crossing. The recommended improvements is a HAWK signal at the green belt. The improvement is intended to provide a designated pedestrian crossing while minimizing traffic disruption when no pedestrian call is active.

The requested \$60,000 will fund professional engineering services to complete design. The anticipated scope of services includes field verification and base mapping; traffic, signal, signing, striping, lighting, and ADA-accessibility design; utility and right-of-way coordination; preparation of construction documents and specifications; and an estimate of costs.

Design will confirm project requirements that may affect final construction cost and schedule, including electrical-service needs, utility conflicts, pedestrian access improvements, communications and traffic-signal-system integration, drainage considerations, and any right-of-way requirements.

BUDGET IMPACT:

This request will transfer appropriations from unanticipated revenues/grant contingency of \$60,000 to the Dedicated Sales Tax Fund to establish a project budget of \$60,000 for the HAWK Signal on Lower Buckeye (T0558) project. Current year Dedicated Sales Tax revenues can sustain this transfer.

RECOMMENDATION:

Staff recommends that City Council approve the \$60,000 transfer of funds for the HAWK Signal on Lower Buckeye (T0558) project, establish the project's award authority at \$110,000, and authorize Finance and Budget Department staff to take the steps necessary to execute the fund transfer and proceed with the design of the proposed HAWK signal.

Contact person for document distribution: Jonathan Almanza, Kimberly Moon

ITEM NUMBER: 4.f.

SUBJECT: Wired Telecommunications License and Right-of-Way Use Agreement with Bicentel, LLC

MEETING DATE: 9/14/2026

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:

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

PURPOSE:

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

BACKGROUND:

Bicentel, LLC, provides telecommunications services used for high-speed or large corporations. With the recent West Valley expansion, Bicentel, LLC is building a new fiber optic network in Avondale, Arizona, to provide high-speed, low-latency connections between data centers and other critical infrastructure. Bicentel desires to install and construct fiber telecommunication infrastructure within the City's right-of-way to provide telecommunications services to businesses within the region. Key services to be offered include dark fiber for dedicated high-capacity private networks, data center interconnections for direct, high-speed connections between data centers, custom network solutions tailored to specific customer needs, and wavelength division multiplexing (WDM) for efficient utilization of fiber optic capacity. This is part of a currently planned project Bicentel, LLC has to install infrastructure within Avondale along with other West Valley Cities.

DISCUSSION:

This Wired Telecommunications License and Right-of-Way Use Agreement (Agreement) will:

Allow Bicentel to occupy the City right-of-way (ROW) with conduit and fiber, as well as lease fiber and telecommunication services to businesses in the West Valley.

- Allow for the possibility of the City to receive and use in-kind dark fiber from Bicentel for City purposes.
- Require Bicentel to provide as-built drawings of any conduit located within the ROW to the City electronically in a format compatible with our GIS system.

Bicentel shall be responsible for installing, operating, maintaining and repairing cable containing bundles of multiple optical fibers within the City's ROW subject to the requirements of this Agreement. The Agreement includes performance bond and security fund requirements that must be met by Bicentel to guarantee that they observe, fulfill and perform all terms of the Agreement.

Standard insurance requirements are outlined as well. City staff is planning to work with Bicentel to help add to the City's fiber resources. The initial term of the agreement is five (5) years, with an automatic renewal term for up to three (3) additional five (5) year periods.

BUDGET IMPACT:

The City will charge plan review and permit fees in accordance with its current Rates and Fees Schedule and will assess an annual right-of-way use fee of \$1.20 per linear foot of trench.

RECOMMENDATION:

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

Contact person for document distribution: Kimberly Moon, Elisabeth Kahn, Jonathan Almanza, Terry Dorschied

WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT

This Wired Telecommunications License and Right-of-Way Use Agreement (“Agreement”) is entered into this ____ day of August, 2026 by and between the City of Avondale, an Arizona municipal corporation (“City”) and Bicentel, LLC, a Florida limited liability company (“Licensee”).

RECITALS

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

WHEREAS, Licensee wishes to install, operate, maintain and repair cable containing bundles of multiple optical fibers, within the City’s right-of-way subject to the requirements of this Agreement;

WHEREAS, the City is authorized to regulate its streets, alley and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation, repair, and maintenance of facilities within the City’s boundaries pursuant to the Avondale City Code, and by virtue of federal (47 U.S.C. § 253) and state statutes (including, but not limited to, ARIZ. REV. STAT. §§ 9-581, 9-582, and 9-583), by the City’s police powers, its authority over City’s public right-of-way, and its other governmental powers and authority;

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

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

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

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

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

DEFINITIONS

Cable Services shall have the same meaning as defined in Chapter 4.5 of the Avondale City Code, herein incorporated by this reference. Cable Services are not Telecommunications Service.

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

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

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

Facilities means the plant, equipment, and property used in the provision of communication and Telecommunication Services and not owned by the City, including, but not limited to, poles, wires, pipe, Conduit, pedestals, antenna, Fiber Optic Cables, and other appurtenances placed in, on, or under the ROW.

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

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

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

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

Telecommunications Services means the offering of Telecommunications for a fee directly to the public or to such users as to be effectively available directly to the public. Telecommunications Services does not include commercial mobile radio services, pay phone services, interstate services, Cable Services, information services, the sale or leasing of Dark Fiber for transmission purposes, or the sale or leasing of Conduit.

AGREEMENT

1. LICENSE; TERM

- 1.1. **License; Route.** The City hereby grants to Licensee a non-exclusive, revocable license to use the designated portion of the ROW ("Route") subject to and conditioned upon Licensee's full, timely, complete, and faithful performance of all obligations required under this Agreement. Such use of the Route will be for the sole purpose of operating and maintaining a wired network as described in this Agreement. The Route will be occupied by Licensee's Conduit System, Fiber Optic Network, plant, equipment, and property used in the provision of communication and Telecommunication Services, including, but not limited to, poles, wires, pipe, Conduit, pedestals, antenna, Fiber Optic Cables, and other appurtenances placed in, on, or under the ROW (collectively, the "Licensee's Facilities") and is as reflected on the map (*i.e.* use area) in **Exhibit A**, herein incorporated by this reference. For the avoidance of doubt, under no circumstances shall the Route include any other property other than the ROW. Licensee may request modification or expansion of the Route by submitting all required permits for construction to the City. Any modifications or expansions to the Route shall be governed by the terms and conditions of this Agreement and must be approved in writing by the City in its sole discretion. Any modifications or expansions shall become part of the Route. Licensee shall not use any portion of the ROW that is abandoned by the City or removed from the City's legal boundaries or for any purpose other than that expressly stated in this Agreement.
- 1.2. **Term; Effective Date.** This Agreement is effective the date the last party signs ("Effective Date") and shall remain in effect for five (5) years from the Effective Date ("Term"), unless sooner terminated. No provision of this Agreement may be construed to grant any automatic extension, renewal, or replacement thereof.
 - 1.2.1. **Holdover.** If Licensee's Facilities remain in the Route, and Licensee continues to use such Licensee's Facilities beyond the expiration of the Term, the Agreement shall be considered to be in a "Holdover Term," subject to the terms and conditions of this Agreement. Such Holdover Term, however, shall not exceed ninety (90) days beyond the expiration of the Term, and no permits will be issued to Licensee by the City until a new license agreement has been approved by the City Council.
 - 1.2.2. Failure by Licensee to have a valid license to use the Route or other ROW by the expiration of the Holdover Term shall result in immediate withdrawal and revocation of any existing permits issued by the City to Licensee. If, however, Licensee has timely filed its application and is in active negotiations with the City prior to the expiration of the Agreement, the City may, in its discretion, grant, extend, or take no action on permits issued to Licensee prior to the expiration of the Agreement.
- 1.3. **Renewal.** The parties may extend the Term of this Agreement for up to three (3) additional five (5) year periods upon the mutual written consent of both parties. Such renewal must be made within one-hundred eighty (180) days prior to the termination of the initial Term of the Agreement. Licensee understands that the City may adopt future code amendments

or fee schedules relating to use of the ROW, which may become applicable to this Agreement upon its initial or subsequent renewal. Licensee acknowledges the right of the City to adopt and implement such lawful code amendments and/or fee schedules.

- 1.4. Amendments. This Agreement may not be amended without the written approval of both parties, except as described herein.
- 1.5. No Real Property Interest. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights in the Route is limited to the license rights created by this Agreement, which creates a revocable (subject to the terms and provisions herein), non-exclusive license in the Route. The City and Licensee do not by this instrument intend to create a lease, easement or other real property interest. Licensee shall have no real property interest in the Route or any portion of the ROW. Licensee's rights hereunder are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Route. Licensee's rights hereunder are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the Route or Licensee's use thereof. Notwithstanding the foregoing, the City shall not unreasonably interfere with Licensee's permitted use of the Route during the Term of this Agreement.
- 1.6. "AS-IS" Condition. Licensee is responsible for the study and inspection of the Route to be used pursuant to this Agreement and for determining the fitness for use intended by Licensee. The City expressly disclaims all warranties of merchantability or fitness for a particular purpose or absence of hazardous conditions associated with the Route and the ROW. Licensee accepts the Route and ROW in "AS-IS" condition, without representation or warranty of any kind by the City, its officers, agents, or employees, and subject to all applicable laws governing the use of the Route for the permitted uses allowed by this Agreement.
- 1.7. Mapping Requirement. Licensee shall maintain as-built drawings of Licensee's Facilities located within the Route and furnish a copy to the City using as-builts in pdf and AutoCAD. Upon completion of new or relocation construction of Licensee's Facilities in the Route, Licensee shall create and maintain precise, up-to-date maps of any of Licensee's Facilities and the Route using as-builts in pdf and AutoCAD and will make this information available to the City at least annually, or upon request of the City. The information provided by Licensee under this Section will be accurate to the best of Licensee's knowledge. Licensee shall make every reasonable effort to provide accurate and useful information, and the City acknowledges that the information will be provided on an "as-is" and "as-available" basis. Licensee shall not be liable for minor inaccuracies.
- 1.8. Dark Fiber and Other uses. To the extent Licensee occupies the ROW with empty Conduit and/or Dark Fiber and/or uses the ROW to provide interstate services other than Telecommunication Services as defined by ARIZ. REV. STAT § 9-581, such use or occupation of the ROW is subject to the terms and conditions of this Agreement and any applicable fees, permits, and laws.

- 1.9. Cable System. If Licensee obtains or seeks federal, state, or local approval to provide Cable Services over Licensee's Facilities within the City, this Agreement shall remain in effect according to its terms, and Licensee shall continue to pay any fee required by this Agreement, regardless of any legal or regulatory provisions, permits or other processes or rules that might now or hereafter provide otherwise. This Agreement does not allow Licensee to provide any type of video programming or other programming or transmission within the City that may be subject to a cable television license or franchise within the City's boundaries. Nothing herein shall restrict Licensee from providing wholesale, carrier-to-carrier, or backbone transmission services that do not constitute Cable Services under applicable law.
- 1.9.1. Licensee shall not use Licensee's Facilities to provide Cable Services, cable television, or for open video service without the proper formal authorization by the City in separate agreements.
- 1.9.2. Licensee may enter into User Contracts, as defined in Section 3.8, to allow third-parties to use Licensee's Facilities for Cable Services, cable television, or for open video service only if the third-party has already entered into the proper agreements with the City that allows the third-party to conduct such activities.

2. USE OF THE ROW; PERMITS

- 2.1. Maintenance of Licensee's Facilities. Licensee shall be solely responsible for all maintenance, repair, and provision of all utilities for Licensee's Facilities under this Agreement. Licensee shall at all times repair and maintain Licensee's Facilities and the Route at Licensee's sole expense in a sound, clean, safe manner, consistent with generally accepted industry standards.
- 2.2. Liability for Licensee's Work. For purposes of this Agreement, whenever work is done in the ROW or adjacent to the ROW as part of any work Licensee is performing in the ROW, Licensee agrees that it is solely responsible for the acts, errors, omissions, and any negligence of any or all persons, firms, partnerships, corporations, associations or other organization, or a combination of any of them, including any subcontractor hired and/ or used by Licensee, that performs services or provides goods relating to this Agreement and that the obligations of this Agreement are imposed on both Licensee and any of Licensee's contractors (and any subcontractors used thereunder), who will be considered Licensee's representatives and for whom Licensee will be responsible.
- 2.3. Licensee shall ensure that Licensee and its employees, agents, contractors, and representatives comply with all ROW use requirements, including, but not limited to, the following:
- 2.3.1. Licensee shall ensure that Licensee's Facilities are constructed, installed, operated, repaired, and/or maintained in accordance with the Avondale City Code and established practices with respect to the ROW, including, but not limited to, obtaining the proper permits prior to commencing any work and following all terms and conditions of such permits.

- 2.3.2. Licensee's use of the ROW shall be according to plans approved by the City Engineer, provided that such approval of plans shall not be unreasonably withheld or delayed.
- 2.3.3. Licensee's Facilities to be constructed, installed, operated, maintained, repaired, upgraded, and/or removed shall be located or relocated as to interfere as little as possible with traffic or other authorized uses within the ROW. Any phases of construction and/or installation relating to traffic control, backfilling, compaction, paving, and/or location or relocation of Licensee's Facilities shall be subject to regulation by the City Engineer.
- 2.3.4. Provided such guidelines complies with State and Federal law, the City may issue reasonable policy guidelines to all licensees/permittees with Telecommunications Services and Right-of-Way Access Agreements to establish procedures for determining how to control the issuance of engineering permits to multiple licensees/permittees for the same one-mile segments of the ROW. Licensee agrees to cooperate with the City in establishing such policies with procedures established by the City Manager or their designee to coordinate the issuance of multiple engineering permits in the same one-mile segments of the ROW.
- 2.3.5. Licensee and its employees, agents, contractors, and representatives are subject to the City's exercise of its police, regulatory, and other powers as exercised in a reasonable and nondiscriminatory manner, as the City now has or may later obtain, and a license or other agreement may not waive application of the same. The City shall have continuing jurisdiction and supervision over any facilities located within or on the ROW, including, but not limited to, Licensee's Facilities. Daily administrative, supervisory, and enforcement responsibilities are hereby delegated and entrusted to the City Manager or their designee to interpret, administer, and enforce the provisions of this Agreement.
- 2.4. Permits before Construction/Installation. Licensee may not install, construct, locate, or attach any Licensee's Facilities to any property within the City, including the ROW, until Licensee has applied for and received approval for permits from the City Engineer. Licensee shall be solely responsible for any and all acts, errors, omissions, and negligence of Licensee's contractors (and any subcontractors used thereunder) who are involved in the design, installation, construction, maintenance, repair, location, relocation, and/or any other activity involving Licensee's Facilities subject to this Agreement. Licensee and Licensee's contractors (and any subcontractors used thereunder) shall comply with all provisions of the Avondale City Code, including, but not limited to, off-site construction regarding streets and sidewalks and other applicable City and/or Maricopa County regulations. All rights hereunder are granted under the express condition that the City shall have the power at any time to impose lawful restrictions and limitations upon, and to make regulations as to Licensee's use of the ROW as may be deemed best for the public interest, safety, or welfare, to the same extent that such restrictions and limitations are applied to all non-governmental occupants/users of the ROW.

- 2.5. Details/Specifications for Permits. Licensee shall submit all applicable permit applications together with the details, plans, and specifications for City review and approval, and pay all applicable application, review, and inspection fees, prior to any and all construction work to be performed pursuant to this Agreement.
- 2.6. Stipulations. Licensee and its contractors shall abide by all stipulations of all licenses and permits issued.
- 2.7. Permits for Relocation. If Licensee desires to change the location of any portion of Licensee's Facilities from the initial permit application(s), Licensee shall apply for and obtain approval for an amendment to the permit prior to installation or construction, which approval shall not be unreasonably withheld or delayed.
- 2.8. Criteria for Approval. The City will approve or deny applications based on the availability of space at the location(s) sought by Licensee, safety, and other considerations in accordance with the Avondale City Code, the City's practice, applicable ROW construction regulations, and other applicable laws.
- 2.9. Construction Standards. Any of Licensee's Facilities placed in the ROW shall be constructed using industry standard boring and trenching construction methods. Other material placed in the ground may include concrete manholes, generally 4x4x4, pull boxes/handholes (#7s and #9s) and HDPE couplings and elbows, Fiber Optic cable, splice cases, tracer wire, grounding material, mule tape, jet string and conduit plugs. Licensee and/or its contractors shall install any new Conduit and access points (e.g. manholes, pull boxes) using industry standard practices and in full compliance with the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments ("MAG") as amended, the City's supplements to MAG, and the City's General Engineering Requirement Manual ("GER").
- 2.9.1. Aerial Facilities. In accordance with the GER, Licensee may place Fiber Optic Cables above ground along the Route where there are existing aerial/aboveground facilities. If such existing aerial/aboveground facilities are subsequently relocated underground, Licensee shall relocate its then-existing aerial/aboveground Fiber Optic Cables underground in those locations and locate any new Fiber Optic Cables underground in those locations.
- 2.10. Written Approval for Changes. Licensee shall obtain written approval from the City Engineer or their designee if Licensee desires to change any components of any Licensee's Facilities, which shall not be unreasonably withheld, delayed, or denied.
- 2.11. Work Restrictions/Requirements. Licensee shall comply with and ensure that its contractors comply with the City of Avondale Temporary Work Zone Traffic Management Policy ("Avondale Work Zone Policy"), as amended from time to time, provided that material amendments shall not apply retroactively to approved permits, herein incorporated by this reference. All of Licensee's work under this Agreement shall follow the Avondale Work Policy, which includes, but is not limited to, defined road types, allowable hours of work and holiday/event restrictions, and other work requirements and restrictions. The City

will provide the Avondale Work Policy as requested and may be found on the City of Avondale website.

- 2.12. Right to Inspect. The City shall have the right, but not the obligation, to inspect all construction and/or installation work performed subject to the provisions of this Agreement and to make such tests as the City deems necessary to meet the City's standards, the Avondale Work Policy, the MAG Uniform Standard Specifications and Standard Details for Public Works Construction, and any and all applicable City supplements thereto.
- 2.13. Common Installations. Licensee shall reasonably coordinate the installation of Licensee's Facilities with other utilities and the City to accommodate opportunities for common installation. Nothing herein shall require Licensee to incur any material additional expense to accommodate common installations.
- 2.14. Boring; Street Openings. Although the exact placement and location of Licensee's Facilities shall be determined by the City through the permitting process, Licensee has expressed its intent and the City has expressed its desire to have such Licensee's Facilities installed outside of the paved street area whenever such location is feasible and reasonable. If Licensee intends to place Licensee's Facilities by directional boring under such streets when feasible and reasonable, said bore profiles based on vacuum pothole information shall be part of the engineered plans to be submitted to the City. Arterial streets shall not be bored, unless approved by the City Engineer in writing. In the event that a street opening in the pavement cannot be avoided, Licensee agrees to pay a fee in accordance with the City's Development Services Fee Schedule, as amended, and the Avondale Municipal Code (including, without limitation, trenching permit fees and fees for excavation in paved streets).
- 2.15. Dedicated Personnel. Licensee shall provide and identify a representative (e.g. project manager) who shall be the contact person for the City during any construction periods.
- 2.16. Adjacent Property-Owners. Licensee shall provide written notice to adjacent property-owners, or other individuals or entities having lawful control of adjoining property, of any activity by Licensee that may interfere with access to said property during all construction activities or other operations, except to the extent that this requirement of maintain access is waived in writing by the adjacent property-owner or other individual or entity having lawful control of such adjoining property. If an emergency requires activity without such written notice, Licensee shall use commercially reasonable efforts to provide timely actual notice to the adjacent property-owner or other individual or entity having lawful control of such adjoining property. Upon request, Licensee shall promptly provide the City with the documentation of such permission from such affected property owner.
- 2.17. Opening/Alteration. Whenever Licensee or Licensee's contractors (and any subcontractors used thereunder) shall cause any opening or alteration to be made for any purpose in any public streets or public places the opening or alteration shall be completed and restored with due diligence within seven (7) business days following completion of Licensee's work which necessitated such opening or alteration, weather permitting. Licensee shall upon the completion of the opening or alteration, restore the property, improvements or landscaping

disturbed by Licensee or Licensee's contractors (and any subcontractors used thereunder) to a condition substantially comparable to the condition before the opening or alteration and the restoration shall be performed with due diligence within a reasonably prompt time.

- 2.18. Restoration. After any work, installation, repair, maintenance, replacement, or relocation work performed in the Route, Licensee shall restore all disturbed areas of the Route, affected ROW, and any affected surrounding property to the same condition or substantially comparable condition that existed immediately prior to the commencement of the installation, repair, maintenance, replacement or relocation work. Such restoration includes, but is not limited to, repairing and/or replacing to the City's standards, rules, and policies (as amended from time to time) all pavement, sidewalks, curbs, landscaping, or other City improvements that may be disturbed or damaged by Licensee's activities or work under this Agreement.
- 2.19. Clean; Removal of Debris. Licensee and/or its contractors shall, during construction and upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site, the Route, and the ROW in a safe, neat, and clean condition.
- 2.20. Safety. Licensee and its contractors shall be solely and completely responsible for the conditions of any job site, including safety of all individuals (including employees) and property, during performance of the work. This requirement shall apply continuously and is not limited to normal working hours. The safety provisions herein shall conform to all applicable federal (including OSHA), state, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the stricter requirement shall be followed. Licensee's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve Licensee from compliance with these provisions.
- 2.21. Traffic Control. Licensee shall comply with the following traffic control requirements:
 - 2.21.1. Licensee's traffic control shall comply with the City of Avondale Temporary Work Zone Traffic Management Policy, herein incorporated by this reference. Licensee shall follow the guidelines contained in the latest editions of the Manual on Uniform Traffic Control Devices ("MUTCD"), herein incorporated by this reference, and the City of Phoenix Traffic Barricade Manual, herein incorporated by this reference. Licensee shall additionally comply with any special provisions herein.
 - 2.21.2. At the time of the pre-construction conference, Licensee shall designate an individual who is well qualified and experienced in construction traffic control and safety, to be responsible for implementing, monitoring, and altering traffic control measures as necessary to insure that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazards and accidents. Any entity wishing to obtain a permit to place, maintain, and/or remove temporary traffic control within the City of Avondale shall obtain an annual traffic control permit from the City per the Avondale Work Zone Policy. At the same time, the City shall designate a representative who will be responsible for ensuring that all traffic control and traffic

control alterations are implemented per the traffic control specifications as defined in the approved traffic control plan.

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

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

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

- 3.1. Non-Exclusive. This Agreement is non-exclusive and nothing herein shall prevent the City from granting like or similar privileges to any other individual or entity.
- 3.2. City's Control of ROW. Any and all rights granted to Licensee shall be subject to the prior and continuing right of the City to use and manage the ROW exclusively or concurrently with any individuals and/or entities and to manage the City's own Conduit, Fiber Optic cables, or facilities. Any and all rights granted to Licensee shall be subject to all deeds, easements, dedications, covenants, restrictions, encumbrances, and claims to title which may affect public property. Nothing in this Agreement shall be construed to grant, convey, create, or vest any real property interest in land to Licensee, including any fee or leasehold interest, easement, or any franchise rights. The City shall have full authority to regulate, on a non-discriminatory basis, use of the Route and the ROW and to resolve competing demands and preferences regarding use of the Route and the ROW and to require Licensee to cooperate and participate in implementing such resolutions. Without limitation, the City may take any or all of the following into account in regulating use of the Route and the ROW:
 - 3.2.1. All timing, public, operational, financial, and other factors affecting existing and future proposals, needs, and plans for Competing Activities, as defined in Section 3.6;
 - 3.2.2. All other factors the city may consider relevant, whether or not mentioned in this Agreement; and/or
 - 3.2.3. Differing regulatory regimes and/or laws applicable to claimed rights, public benefits, community needs, and all other factors relating to Competing Activities, as defined in Section 3.6.
- 3.3. Accommodate City's Activities. Nothing in this Agreement shall be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining its facilities and/or the ROW, and for that purpose to require Licensee, at no expense to the City, to remove, relocate, or abandon in place Licensee's Facilities in order to accommodate the activities of the City. The City shall not be liable for lost revenues sustained by Licensee, however caused, because of damage, modification, alteration, or destruction of Licensee's Facilities in the ROW, when such costs or lost revenue result from the construction, operation and/or maintenance of City facilities and/or the Row, provided that the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations.
- 3.4. City's Rights. There is hereby reserved to the City every right and power required pursuant to this Agreement to be herein reserved or provided by any lawful ordinance or law, and Licensee by its execution of this Agreement agrees to be bound thereby and to comply with any lawful action or lawful requirements of the City in its exercise of such rights or power, heretofore or hereinafter enacted or established. Neither the granting of any agreement nor

any provision hereof shall constitute a waiver or bar to the exercise of any lawful governmental right or power of the City.

- 3.5. Interference with Communications Operations. Licensee shall not install, operate, or allow the use of any equipment, methodology, or technology that may or would interfere with the optimum effective use or operation of the City's existing or future fire, emergency, or other communications equipment, methodology, or technology. Licensee shall be responsible to ensure compliance with this requirement by all persons using the Route through or under Licensee. If such interference should occur, Licensee shall immediately discontinue using the equipment, methodology, or technology that causes the interference until Licensee takes corrective measures to alter the Route
- 3.6. Competing Activities. Licensee accepts the risk that there may exist, now or in the future, all manner of work and improvements upon the ROW ("Competing Activities"). Competing Activities include, but are not limited to, laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, or realigning, whether above, upon, or below the surface of the ROW and whether occasioned by the existing or proposed uses of the ROW or existing or proposed uses of adjoining or nearby land, (i) all manner of streets, sidewalks, alleys, trails, ways, and traffic control devices of every description, (ii) all manner of other transportation facilities and their appurtenances, (iii) all manners of pipes, wires, cables, Conduits, sewers, storm drains, pumps, valves, switches, conductors, connectors, poles, supports, access points and guys of every description, (iv) all manner of other utility facilities and their appurtenances, (v) all manner of canals, drains, bridges, underpasses, culverts and other encroachments of every description and all manner of other facilities and their appurtenances, and (vi) all other uses of the ROW that the City may permit from time to time.
- 3.7. Subordinate Rights. Any right or privilege claimed pursuant to this Agreement by Licensee for any use of the ROW shall be subordinate to: (i) any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity; (ii) any prior lawful occupancy or use thereof by any other individual or entity; and (iii) any prior easements therein, provided however, that nothing herein shall extinguish or otherwise interfere with the property rights established independent of this Agreement. Licensee shall not obstruct, impede, disrupt, or interfere with or prevent any Competing Activities or any person or entity that has prior or subsequent rights to use the Route and/or ROW.
- 3.8. Third-Party Contracts. Licensee may enter into contracts with third-parties ("ROW Users") in the ordinary course of Licensee's business for use of Licensee's Facilities within the Route, subject to this Agreement. Such contracts ("User Contracts") are subject to all terms and conditions of this Agreement, including, but not limited to, the following:
 - 3.8.1. No ROW User shall transmit data over Licensee's Fiber Optic Network, use Licensee's Facilities, or use the Route for any purpose, except under a User Contract with Licensee;

- 3.8.2. ROW Users shall not perform any construction, maintenance, repair, or any other work in the ROW, unless a ROW Users has a separate agreement with the City to do so; and
- 3.8.3. Identities of ROW Users shall be disclosed to the City, upon reasonable request, but will be deemed confidential if consistent with Arizona public records laws.
- 3.9. Disruption by Others. The City and its officials, agents, employees, or contractors shall not be liable to Licensee or its customers, the ROW Users, or other contractors for any service disruption or for any other harm caused to them or the Route due to Competing Activities.
- 3.10. Compliance with Agreement. Licensee shall cause all persons and/or entities using the ROW through or under Licensee or this Agreement to comply with all terms and conditions of this Agreement. Licensee is responsible for any and all violations of this Agreement by persons and/or entities using the ROW through or under Licensee or this Agreement.

4. **FEES**

- 4.1. City's Right of Fair and Reasonable Compensation. By entering into this Agreement, neither party waives any current or future rights reserved under the law or the Telecommunications Act of 1996, including, but not limited to, those rights pursuant to Section 253(c) that reserve the City's right to manage the ROW and to require fair, non-discriminatory and reasonable compensation from Licensee for use of the ROW.
- 4.2. Licensee's Payments. Licensee shall pay to the City each of the following separate and cumulative amounts (collectively, the "Fee Payment"):
 - 4.2.1. An amount (the "Annual Fee Payment"), consistent with ARIZ. REV. STAT. § 9-583(C)(2), based on Licensee's (a) Facilities in the ROW that carry interstate traffic between and among Licensee's interstate points of presence, exclusive of Facilities used by the local network and the portion of the interstate network that carries intrastate calls, (b) empty Conduit that is leased/licensed, and/or (c) Dark Fiber that is leased/licensed.
 - 4.2.2. An amount (the "Permit Fee Payment") based on Licensee's permit review and other costs as set out below.
 - 4.2.3. An amount (the "Violation Fee Payment") based on certain breaches by Licensee of this Agreement as set out below.
 - 4.2.4. An amount (the "Transaction Privilege Tax") based on any qualifying services under the Avondale Tax Code.
 - 4.2.5. All other amounts required by this Agreement.
- 4.3. Annual Fee Payment Amount. Licensee shall pay to the City an annual fee of \$1.20 per linear foot of Facilities it operates in the City's right-of-way.

- 4.3.1. On each annual anniversary of the Effective Date, Licensee will report to the City the number of linear feet of Licensee's Facilities installed in the ROW or on other City-owned property. The Annual Fee Payment for the coming year is calculated by multiplying the current annual per linear foot fee, as adjusted by annual CPI under section 4.6 for the year of payment, by the linear footage of Facilities installed in the ROW or on other City-owned property. The City must receive the Annual Fee Payment before the City will issue any new encroachment permits for additional Facilities or equipment in the ROW or other City-owned property.
 - 4.3.2. The Annual Fee Payment shall be adjusted annually as set forth in this Section. Commencing on the first anniversary of the Commencement Date (being the start of Year 2), and during the Term on each annual anniversary thereafter, the adjusted fee payment amount shall be the Annual Fee Payment established for the immediately preceding Year as increased by the percentage increase, if any, in the CPI-U (as defined below) from the Base Year 1st Half (as defined below) to the Current Year 1st Half (as defined below). The "CPI-U" means the Consumer Price Index, All Items, for All Urban Consumer, Phoenix Area, published by the Bureau of Labor Statistics of the United States Department of Labor (the "Bureau"). In no event shall CPI adjustments be applied more than once per calendar year.
 - 4.3.3. In the event Licensee cancels or returns a permit and does not construct or install the Licensee's Facilities approved by such a permit, the fees Licensee previously paid for the respective permit may be applied as a credit to a future Annual Fee Payment or may be refunded to Licensee by the City.
 - 4.3.4. Notwithstanding the above, the City and Licensee may make an in-kind exchange in connection with the Annual Fee Payment, with the Licensee installing City Conduit or fiber at specific locations at the City's election.
- 4.4. Appropriate Taxes. Licensee shall pay any applicable city, county and state transaction privilege and use taxes. Such taxes are in addition to any non-tax amounts owed by Licensee pursuant to this Section.
- 4.5. Permit Fee Payment Amount. Licensee shall pay all applicable construction permit fees, including, but not limited to, charges for encroachment permit applications, issuance, inspection, testing, plan review, and any other fees adopted by the City and applicable to persons doing work or encroaching in the ROW.
- 4.6. Adjustments. All fixed dollar amounts stated in this Agreement shall be automatically adjusted upward annually on July 1st. The adjustment shall be made on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI-U), Phoenix Area, all items, published by the United States Bureau of Labor Statistics (the "Cost of Living Index"). The amount of each adjusted amount shall be calculated as described in Section 4.3.2; provided, that in no event shall any amount be adjusted downward from any previous period. If the Cost of Living Index has not been published on any adjustment date, the City shall have the right to estimate the Cost of Living Index and to make the adjustments based on such estimate, subject to adjustment when the actual figures become

known. If such Cost of Living Index shall, for any reason whatsoever, not be published or readily identifiable at the adjustment date, an index published by any state or federal agency or an index, formula or table accepted generally by the real estate profession shall be used as chosen by the City in the City's reasonable discretion. Any delayed adjustment shall be effective retroactively.

- 4.7. Fee Payment Cumulative. All items of Fee Payment shall be cumulative and separate from each other.
- 4.8. Fee Payment Schedule. Except as specifically provided elsewhere for Violation Fee Payment, Licensee shall pay all Fee Payment on the following schedule:
 - 4.8.1. Licensee shall pay Annual Fee Payment by the anniversary date of each year of this Agreement.
 - 4.8.2. Licensee shall pay Permit Fee Payment at the times and in the amounts specified by the City's normal processes for permitting, including, but not limited to, construction permits, encroachments, issuances, inspections, testing, plan review, and other processes applicable to persons doing work or encroaching in the ROW.
 - 4.8.3. All other Fee Payment shall be payable quarterly in arrears on the last calendar day of the first month of the next calendar quarter. For example, the Violation Fee Payment for the first calendar quarter of a year shall be payable on or before April 30.
- 4.9. Fee Payment Amount Report. Each installment of Fee Payment by Licensee, other than Permit Fee Payment, shall include a report showing the manner in which each component of the Fee Payment was calculated. The report shall summarize the transactions giving rise to the License Fee Payment.
- 4.10. Damage Fees. Licensee shall pay all reasonable costs associated with any damage caused by Licensee or its subcontractors, employees, or agents to the ROW or other public property.
- 4.11. Violation Fee Payment. During the Term of this Agreement, the City may suffer certain money damages in the form of administrative cost and inconvenience, disharmony among Competing Activities, and general inconvenience in ROW use by the City, Competing Activities, and the public as a result of an uncured violation of this Agreement by Licensee ("Inconvenience Costs"). Assessing the actual damages for these Inconvenience Costs may be impracticable to determine. In lieu of paying the actual damages for these Inconvenience Costs, the City may assess Violation Fee Payments against Licensee to cover the damages that caused the Inconvenience Costs and is as described in Section 4.11.1. The Violation Fee Payments will be assessed with the processes described in Section 4.11.2. The Violation Fee Payments are only intended to remedy the Inconvenience Costs that the City suffers. Licensee's payment of Violation Fee Payment does not in any way excuse any breach by Licensee of this Agreement or limit in any way the City's obtaining any other legal or equitable remedy provided by this Agreement or otherwise for such breach. For example, Licensee's obligation to pay Violation Fee Payment does not in any way detract

from Licensee's indemnity and insurance obligations under this Agreement, which shall apply according to their terms in addition to Licensee's obligation to pay Violation Fee Payment. Provided however, that if the City determines to exercise any other legal or equitable remedy provided by this Agreement or otherwise, City may not, in addition to such remedy, assess a Violation Fee Payment. Except for any failure to properly restore the public ROW under 4.11.1.1, or other violation of this Agreement by Licensee that in the City's sole determination may impact the health, safety, or welfare of the public, City shall use reasonable efforts to notify Licensee of any violation of this Agreement and permit Licensee an opportunity to cure such violation in accordance with the applicable cure period in this Agreement or as otherwise agreed by City. No Violation Fee shall accrue unless Licensee has failed to cure after the applicable notice period.

4.11.1. The Violation Fee Payments per calendar day or part thereof are as follows:

- 4.11.1.1. The amount of Six Hundred Dollars (\$600.00) per calendar day for Licensee's failure to properly restore the public ROW or to correct related violations of specifications, code, ordinance or standards within ten (10) calendar days after the City's notice to correct such defects except where such curative efforts by Licensee are precluded by a force majeure event. Such Violation Fee Payment shall be in addition to any cost the Licensor may incur to restore the ROW or correct the violation.
- 4.11.1.2. Following a ten (10) day notice to cure, the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day for each failure to make Licensee's books and records available as required by this Agreement.
- 4.11.1.3. The amount of Five Thousand Dollars (\$5,000.00) for any unauthorized partial or total assignment of this Agreement.
- 4.11.1.4. The amount of Five Hundred Dollars (\$500.00) per instance of any other action or non-action by the Licensee in violation of this Agreement that causes Inconvenience Costs and that is not cured after three (3) calendar days' notice.

4.11.2. Process for Assessment of a Violation Fee Payment:

- 4.11.2.1. If the City determines that Licensee is liable for Violation Fee Payment, then the City shall issue to Licensee a notice of the City's assessing a Violation Fee Payment. The notice shall set forth the nature of the violation and the amount of the assessment.
- 4.11.2.2. Licensee shall pay the Violation Fee Payment within ten (10) calendar days after the City's notice. The following shall apply for any Violation Fee Payment:
- 4.11.2.3. Licensee shall have thirty (30) calendar days after the notice to pay the Violation Fee Payment or give Licensor notice contesting the assertion of noncompliance.

- 4.11.2.4. If Licensee fails to respond to the notice, Licensee shall pay the Violation Fee Payment.
- 4.11.3. Except as may be expressly stated in this Section 4, no cure period applies to the accrual of Violation Fee Payment.
- 4.11.4. Licensee may elect to draw upon the letter of credit to collect the Violation Fee Payment
- 4.12. Deadlines for Annual Fees. For any annual payment(s) owed, Licensee shall make such payment(s) to the City within ten (10) business days of the Effective Date and by the anniversary of the Effective Date for the duration of the Term.
- 4.13. Late Fees. Licensee agrees that if it fails to pay any amounts owed to the City by the time prescribed for payment, other than amounts disputed by Licensee in good faith, Licensee shall pay interest on the amounts owed at the rate of one percent (1%) per month.
- 4.14. Requirement of Insurance, Performance Bond, and Letter of Credit. Prior to any work being performed in the ROW, Licensee shall secure all requirements in this Agreement and provide the City with all insurance requirements prior to the commencement of any work, including, but not limited to, all certificates of insurance required by this Agreement.
- 4.15. Performance Bond or Letter of Credit.
- 4.15.1. Prior to receiving any permit to construct, install, maintain or perform any work under this Agreement, Licensee shall either:
- 4.15.1.1. cause to be filed and maintain until completion of the construction, a faithful performance bond in favor of City in the sum of One Hundred Thousand Dollars (\$100,000.00) or 125% of the amount of the construction costs (whichever is greater) to guarantee that Licensee shall observe, fulfill and perform each and every term of this Agreement. In case of any breach of any condition of this Agreement, any amount of the sum of the bond, up to the whole thereof, may be forfeited to compensate the City for any damages it may suffer by reason of such breach. Said bond shall be acknowledged by Licensee, as principal, and shall be issued by a surety with an AM Best rating of A-VII or better for the last four quarters. The City and Licensee agree that the process and procedure for drawing upon, curing, and replenishing the performance bond shall be the same as set forth below for the security fund;
- 4.15.1.2. and, in addition to the bond referenced in Section 4.15.1.1, provide either a cash deposit into a suitable interest-bearing account, established by the City, or a domestic irrevocable standby letter of credit, in the sum of not less than Seventy-Five Thousand Dollars (\$75,000.00) or the amount of the construction costs (whichever is greater) as security for the faithful performance by it of all the provisions of this Agreement, and compliance with all orders, permits and directions of any agency of the City having jurisdiction over its acts or defaults under the Agreement and license issued

pursuant thereto, and the payment by the Licensee of any claims, liens and taxes due the City which arise by reason of the construction, operation or maintenance of the Fiber Optic Network (the “security fund”). The City shall have the full power of withdrawal of funds from the account or letter of credit except that all interest accrued shall be payable to the Licensee on demand. No withdrawals shall be made from the security fund without the prior written approval of the City Engineer and ten (10) days' prior written notice of intent to withdraw to Licensee.

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

4. The City may conduct such audits as often as reasonably necessary in order to justify the necessary payments, but no less than one (1) time per annual term, beginning on the Effective Date.

5. RELOCATION

- 5.1. Licensee shall relocate, at no cost to the City, any of Licensee's Facilities, or other encroachment installed or maintained in, on or under any public place or ROW, as may be necessary to facilitate any public purpose or any City or governmental project whenever directed to do so by the City. Such relocations shall be accomplished in accordance with the directions from City and shall be pursuant to the same terms and conditions as the initial installation allowed pursuant to this Agreement and any applicable issued permits. Within ninety (90) days after service of notice by the City, Licensee shall remove the designated portions of Licensee's Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the ninety-day period, Licensee shall take reasonable steps to remove Licensee's Facilities and diligently prosecute the removal to completion, and, if requested, restore the sidewalks and other ROW to a condition comparable to the condition before the construction of the public improvement at no cost to the City.
- 5.2. Licensee agrees to obtain a permit as required by this Agreement prior to removing, abandoning, relocating, or reconstructing any portion of Licensee's Facilities on public property or ROW. Notwithstanding the foregoing, the City understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of Licensee's Facilities. Licensee will maintain any annual permits required by the City for such maintenance and emergency repairs. Licensee will notify the City before undertaking the emergency repairs and will apply for and obtain the necessary permits in a reasonable time after notification.
- 5.3. If the City needs to perform any part of the necessary relocation or removal work that has not been done within the time required by the City, it shall be entitled to seek payment for such actual relocation costs by drawing upon the performance bond or letter of credit required pursuant to Section 4.
- 5.4. The City has no obligation to relocate or otherwise move Licensee's Facilities, any City-owned facilities, Conduit, or Fiber Optic Cables, ROW Users' Facilities, or any other Facilities of persons or entities lawfully using the ROW. The City shall require that third parties be responsible for relocation work of Licensee's prior existing Licensee Facilities in the ROW not necessitated by the City..
- 5.5. Any relocation work performed by Licensee or its contractors shall be subject to and comply with this Agreement.

6. DAMAGE TO PUBLIC PROPERTY

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

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

- 6.2. Notwithstanding the notice provision above, in the event of a public emergency, the City shall have the right to immediately perform, without prior written notice to Licensee, such reasonable and necessary work on behalf of Licensee to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer. The City shall provide written notice to Licensee of the repairs as soon as practicable after the work has begun. Licensee agrees that any damage to City fiber, conduit, or other property must be replaced or repaired and restored with new or like-new materials. If the City needs to perform any part of the necessary repairs, relocation and/or removal work, it shall be entitled to seek payment for such repairs and/or relocation and/or removal costs from Licensee and may draw upon the performance bond and/or letter or credit or security fund required by this Agreement in full or partial satisfaction of such costs, if payment is not made by Licensee as required by Section 6.3 below.
- 6.3. Upon the receipt of a demand for payment by the City, Licensee shall, within thirty (30) days, reimburse the City for such costs.
- 6.4. For any pavement cuts by Licensee, Licensee agrees to restore the pavement.

7. PENALTIES FOR VIOLATION OF TERMS

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

8. TERMINATION

- 8.1. The City Manager has the authority to terminate, subject to Licensee's right to notice and cure where provided, this Agreement consistent with this Section 8.

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

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

9. GOVERNING LAW

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Arizona, both as to interpretation and performance, without giving effect to its principles of conflicts of laws. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the federal or state courts located within or within the jurisdiction of Maricopa County, Arizona.

10. COMPLIANCE WITH LAWS

- 10.1. Compliance with ARIZ. REV. STAT § 38-511. Pursuant to ARIZ. REV. STAT § 38-511, the City may cancel this Agreement within three (3) years after execution of the Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City is or

becomes at any time while this Agreement or an extension of this Agreement is in effect an employee of or a consultant to Licensee with respect to the subject matter of this Agreement. The cancellation shall be effective when Licensee receives written notice of the cancellation, unless the notice specifies a later time.

- 10.2. The Parties shall comply with all federal, state and local laws, codes, rules and regulations.
- 10.3. Compliance with ARIZ. REV. STAT. § 35-393.01. Licensee hereby certifies that it does not, and will not, participate in during the term of this Agreement, a boycott of Israel in accordance with ARIZ. REV. STAT §35-393.01. Licensee hereby agrees to indemnify and hold harmless the City, its agents and employees from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such an action.
- 10.4. Compliance with Federal Immigration Laws and Regulations. Licensee warrants that it complies with all federal immigration laws and regulations that relate to its employees and that it complies with ARIZ. REV. STAT. § 23-214(A). Licensee acknowledges that pursuant to ARIZ. REV. STAT. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the City retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

11. INDEMNIFICATION

- 11.1. Licensee acknowledges that it has liability for any and all of Licensee's Facilities installed in the public ROW and in the Route, its use and/or occupation of the ROW and the Route, for any work that is done in or adjacent to the ROW and/or the Route, for any loss or liability incurred by reason of any Toxic Substance (as defined in section 19) on or affecting the portion of the ROW and/or the Route used that is attributable to or caused by Licensee and/or its contractor(s), the failure to comply with the request for information and laws pertaining to public records (as further described in section 20.9), and for its exercise of its rights under this Agreement directly or through its contractor(s), except for the intentional or solely negligent acts on the part of the City or its agents. To the fullest extent permitted by law, Licensee, shall defend, indemnify and hold harmless the City, and its officials, boards, commissions, agents, contractors, subcontractors, or employees, individually and collectively, from and against any and all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including but not limited to, reasonable attorney's fees incurred through all appeals ("Claims") arising out of or alleged to have resulted from or materially related to: (i) the acts, errors, mistakes, or omissions of Licensee, its employees, representatives, or any tier of contractors and/or subcontractors or any other person for whose acts, errors, mistakes, and/or omissions Licensee may be legally liable; (ii) for any loss or liability incurred by reason of any Toxic Substance on or affecting the portion of the ROW and/or the Route used that is attributable to or caused by Licensee and/or its contractor(s); (iii) the failure to comply with the request for information and laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments assessed against the City. This defense and indemnification requirement includes any Claims or amounts arising or recovered under worker's

compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of Licensee, its agents, employees or representatives to fulfill Licensee's obligations under this Agreement, whether resolution of the above Claim(s) proceeds to judgment or not. The provisions of this Section shall survive termination of this Agreement. This Section applies even if the party seeking damages makes a claim against the City or brings a claim against the City based on vicarious liability or non-delegable duty.

- 11.1.1. The parties shall promptly notify each other in writing of any claims, demands, or lawsuits which may involve the City and provide copies of all accident reports, incident reports, statements or other documents that are relevant to the claims, demands or lawsuits or which may lead to the discovery of relevant materials or information, in the possession of the other party, its employees, representatives, contractors, and/or others.
- 11.2. Subject to any privilege and/or confidentiality legal protections, both parties agree to make their employees, representatives, and contractors available to the other party to gather any relevant information relating to an incident from which any claim, demand, or lawsuit arises.
- 11.3. It is the purpose of this Section to provide the maximum indemnification to the City under the terms and conditions expressed and, in the event of a dispute, this Section shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the City by Licensee against any and all claims, demands or lawsuits. The sole exception shall be an express determination by a court of competent jurisdiction upon full adjudication of the case that the damages arose either from City's sole negligence or intentional acts or that the City was comparatively at fault for the damages. Only in this event may Licensee then commence an action against the City for damages related to that portion judicially determined to be City's fault.
- 11.4. The provisions of this Section shall not be dependent or conditioned upon the validity of this Agreement, but shall be and remain a binding right and obligation of the City and Licensee, even if part or all of this Agreement is declared null and void in a legal or administrative proceeding. It is the intent of Licensee and the City upon the effective date of this Agreement that this Section serves as any such declaration and shall be a binding obligation of and inure to the benefit of Licensee and the City and their respective successors and assigns, if any.
- 11.5. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section.
- 11.6. As a condition to City's executing this Agreement, Licensee specifically agrees that to the extent any provision of this Section is not fully enforceable against Licensee for any reason whatsoever, this Section shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

12. INSURANCE

- 12.1. Limits of Insurance. Licensee shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain commercial general liability insurance against claims for bodily injury (including death) or property damage, products/completed operations and personal and advertising injury, which insurance shall cover claims as may be occasioned by the operations, act, omission or negligence of Licensee or its officers, agents, representatives, or employees during all times that this Agreement is in effect. Limits may be attained by a combination of primary and umbrella liability coverage. Licensee shall maintain limits no less than those stated herein for each type of insurance.
- 12.2. General Requirements. Licensee's insurance of the types and amounts required in this Section shall be from companies possessing a current A.M. Best, Inc. rating of A-VII, or better and legally authorized or permitted to do business in the State of Arizona.
- 12.2.1. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the City, constitute a material breach of this Agreement and may result in termination of this Agreement.
- 12.2.2. The insurance coverage, except workers' compensation and employer's liability, and professional liability, required by this Agreement, shall include the City, its agents, representatives, directors, officials, and employees, as additional insureds as their interest may appear, and shall specify that insurance afforded Licensee shall be primary insurance, and that any self-insured retention and/or insurance coverage carried by the City or its employees shall not contribute to the coverages provided by Licensee. This provision and the inclusion of the City as an additional insured shall not be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(ies).
- 12.2.3. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) for workers' compensation against the City, its representatives, officers, directors, officials and employees for any claims arising out of Licensee's acts, errors, mistakes, omissions, work or service.
- 12.2.4. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retention shall be assumed by and be for the account of, and at the sole risk of Licensee who shall be solely responsible for the deductible and/or self-insured retention.
- 12.2.5. Upon receipt of notice from its insurer(s), Licensee shall use commercially reasonable efforts to provide the City with thirty (30) days' prior written notice of cancelation of any policy required herein.
- 12.2.6. Upon request, Licensee shall furnish separate certificates and additional insured endorsements for each of Licensee's contractors (and any subcontractors used

thereunder). All coverages for Licensee's contractors (and any subcontractors used thereunder) shall be subject to the same limits as required for Licensee.

12.2.7. The City reserves the right to periodically review said insurance limits to ensure coverage is based on market and risk requirements throughout the effective term of this Agreement.

12.3. Proof of Insurance – Certificates of Insurance.

12.3.1. Upon execution of this Agreement, Licensee shall furnish to the City Certificates of Insurance issued by Licensee's agent or broker, as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates. Such Certificate(s) shall include the blanket additional insured endorsement including the City as an Additional Insured pursuant to Section 12.2.2 and shall be attached as Exhibit C to this Agreement.

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

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

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

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

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

12.4. Required Coverage. Such insurance shall protect Licensee from claims set forth below that may arise out of or result from the operations of Licensee under this Agreement and for which Licensee may be legally liable, whether such operations be by Licensee or by anyone directly employed by Licensee. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to: severability

of interest and waiver of subrogation clauses; claims for damages because of bodily injury, sickness or disease, or death of any person other than the Licensee's employees; claims for damages insured by usual personal and advertising injury liability coverage; claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and claims involving contractual liability applicable to Licensee's obligations under the indemnification Section herein.

- 12.5. Commercial General Liability – Minimum Coverage Limits. Licensee shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 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 a Contract, 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, 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.
- 12.6. Worker's Compensation and Employer's Liability. If Licensee employs anyone who is required by law to be covered by workers' compensation insurance, Licensee shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Licensee's employees engaged in the performance of work or services under a Contract 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.
- 12.7. Automobile Liability. Licensee shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Licensee's owned, hired and non-owned vehicles assigned to or used in the performance of the Licensee's work or services under a Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of the Contract, 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. The City reserves the right to require additional insurance coverages and/or increase any minimum coverages herein at any time with written notice to Licensee.

13. LIMITATION OF LIABILITY

- 13.1. The City and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to Licensee or to its affiliates or customers for any interference with or disruption in the operations of Licensee's Fiber Optic Network or the provision of services, or for any damages arising out of or materially related to Licensee's use of the ROW, except to the extent of intentional misconduct or gross negligence on the part of the City its officers, agents, elected or appointed officials, employees, departments, boards and commissions.
- 13.2. Licensee also agrees that it shall have no recourse whatsoever against the City or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the City because of the enforcement of this Agreement.
- 13.3. Licensee shall assume the risk of, and hereby relinquishes any claim against the City in connection with any final, non-appealable determination by a court of competent jurisdiction that the City lacked the current statutory authority under Arizona law to issue this Agreement.

14. WARRANTY

- 14.1. The issuance of a license, permit or other authorization by the City is not a representation or warranty that such license, permit, or authorization is a legally sufficient substitute for a franchise, and is not a representation of warranty that a franchise is not required.
- 14.2. LICENSEE ACKNOWLEDGES AND AGREES THAT CITY DOES NOT WARRANT THE CONDITION OR SAFETY OF ITS ROW OR THE PREMISES SURROUNDING THE SAME, AND LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CASUED BY OR IN CONNECTION WITH THE USE OF THE ROW SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

15. SURVIVAL OF LIABILITY

All obligations of Licensee and the City that by their nature are intended to survive termination, and all warranties and indemnities of Licensee hereunder shall survive termination of this Agreement.

16. PUBLIC EMERGENCY

- 16.1. The City shall have the right, because of a public emergency, to sever, disrupt, relocate, remove, tear out, dig-up or otherwise damage and/or destroy Licensee's Facilities of without any prior notice to Licensee, if the action is deemed reasonably necessary by either the City Manager, Fire Chief, Police Chief, City Engineer, Public Works Director, or their designees. In such event, neither the City nor any agent, contractor or employee of the City shall be liable to Licensee, Licensee's contractors (and any subcontractors used thereunder), or Licensee's customers for any harm so caused to them or Licensee's

Facilities. To the extent possible under the circumstances, City will consult with Licensee in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Fiber Optic Networks. City shall inform Licensee of any actions taken. Licensee shall be responsible for repair at its sole expense of any of Licensee's Facilities damaged pursuant to any such action taken by City related to the public emergency.

- 16.2. If any of Licensee's Facilities or activities present any immediate hazard or impediment to the public, to the City, to other City improvements or activities within or outside of the Route, or to City's ability to safely and conveniently operate the ROW or perform City's utility, public safety, and/or other public health, safety and welfare functions then Licensee shall immediately remedy the hazard, comply with the City's request to secure the route area, and otherwise cooperate with the City at no expense to the City to remove any such hazard or impediment.
- 16.3. In the event of a public emergency, neither the City nor any agent, contractor or employee of the City shall be liable to Licensee, Licensee's contractors (and any subcontractors used thereunder), Licensee's customers, or other third parties for any harm so caused to them by the reasonable actions of the City or its agents, contractors or employees in reasonably responding to such public emergency. Where possible, the City will consult with Licensee in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption of either the public property involved or Licensee's Facilities involved.

17. NOTICE

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

THE CITY

City of Avondale
Attn: City Engineer
11465 W. Civic Center Drive
Avondale, AZ 85374
Phone: (623) 222-6150
Fax: (623) 222-6001

LICENSEE

Bicentel, LLC
Simon Masri
825 Town & Country Lane
Houston, TX, 77024
Phone: (480) 847-7744

With copy to:

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

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

18. TRANSFERABILITY OF LICENSE

- 18.1. This Agreement is personal to Licensee and therefore the rights, privileges and license granted herein shall not be sold, sublet, assigned, conveyed or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold, conveyed or otherwise transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except Licensee, either by act of Licensee or operation of law, without the express written consent of the City, which consent shall not be unreasonably withheld or delayed. Prior to any proposed transfer of any kind becoming final, Licensee shall seek the consent of the City to the proposed transfer. Approval by the City to a transfer does not constitute a waiver or release of any of the rights of the City under the Avondale Municipal Code or this Agreement, whether arising before or after the date of transfer.
- 18.2. The assignee or transferee as approved by the City shall be equally subject to all the obligations and privileges of this Agreement, including any amendments, which will remain in full effect, as if the assignee or transferee were the original Licensee.
- 18.3. Nothing in this Section shall be deemed to prohibit a pledge or, hypothecation or mortgage or similar instrument transferring conditional ownership of all or part of the Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of the Licensee through a default of the Licensee in loan obligations, the lender may assume the rights and obligations of the Licensee. The lender may not transfer or change control of the Agreement without submitting the change to the City for consent under this Section. If the lender does continue operation on any basis at any time, it shall be subject to all provisions of the Agreement. No later than three (3) years after assumption of control by the lender, the lender shall apply to the City for the right to continue assumption of control or to transfer the Agreement. Application by the lender for approval of such assumption of control or transfer shall be subject to all provisions set forth herein on consent by the City Council and approval shall not be unreasonably denied or delayed. A "lender" as discussed herein does not include a Licensee, person or corporation or other entity that operates cable television systems or Telecommunications Services as a principal or important business. This Section is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the Agreement without City Council review and approval.
- 18.4. Any transfer without City's consent shall be void and shall not result in the transferee obtaining any rights or interests in, under or related to this Agreement. The City may, in its sole discretion and in addition to all other lawful remedies available to the City under this

Agreement or otherwise, and in any combination, terminate this Agreement, collect any fees owed from Licensee and/or declare the transfer to be void, all without prejudicing any other right or remedy of City under this Agreement. No cure or grace periods shall apply to transfers or assignments prohibited by this Agreement or to enforcement of any provision of this Agreement against an assignee who did not receive the City's consent. Notwithstanding, the above, transfer or assignment to Licensee's financially viable parent, subsidiary, successor (including the surviving entity in the event of a merger of Licensee), or affiliate under common control, shall not require consent and shall be effective upon written notice to the City.

- 18.5. A change in the direct or indirect ownership of Licensee, where the License remains with Licensee, is not a transfer or assignment under this Section 18.

19. **HAZARDOUS SUBSTANCES**

- 19.1. Licensee's and its contractors' activities upon or about the ROW shall be subject to the following regarding any hazardous or toxic substances, waste or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act 42 U.S.C. §§ 9601, et. seq., the Arizona Hazardous Waste Management Act, ARIZ. REV. STAT §§ 49-901, et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et. seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq., or any other federal, state, county or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

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

19.1.1.1. Ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the ROW. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery; or

19.1.1.2. Electric backup batteries.

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

- 19.1.3. Licensee and/or its contractors shall not use the ROW in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality, or in a manner that would require a permit or approval from the Arizona Department of Environment Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this Agreement.

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

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

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

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

19.1.4.4. Knowingly exacerbate the effects of the Toxic Substance or the difficulty or cost of dealing with the Toxic Substance.

19.1.5. Licensee understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Licensee acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.

19.1.6. Within twenty-four (24) hours after any violation by Licensee and/or by its contractors of this Agreement pertaining to Toxic Substances, Licensee shall give the City notice reporting such violation.

19.1.7. Licensee shall be available to staff employees of any City department having jurisdiction over Licensee's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of Licensee's Facilities. The City may contact by telephone the network control center operator at the following phone number 866-236-2824 regarding such problems or complaints, and may use that number in order to reach Licensee at any time for any emergency matter. Licensee shall use reasonable efforts to respond to any issues within the time frames specified in its service level agreements. Licensee shall make arrangements with a local entity to handle any necessary problems or complaints that require a physical presence. In addition, Licensee will immediately notify the City if there is a change in the telephone number listed in this Section.

20. **MISCELLANEOUS**

20.1. **Complete Agreement.** This Agreement, including all Exhibits which are attached, are hereby incorporated into this Agreement and all of which constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement cannot be modified or amended except in writing signed by both parties.

20.2. **Validity.** Licensee shall acknowledge that as a condition of acceptance of this Agreement, Licensee was required to be represented throughout the negotiations of the Agreement by

its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding this Agreement. Licensee has reviewed City's authority to execute and enforce this Agreement and has reviewed all applicable law, both federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of the City to execute this Agreement and to enforce the terms herein.

- 20.3. Partial Invalidity. If any section, paragraph, subdivision, clause, phrase or provision of this Agreement shall be adjudged invalid or unenforceable, or is preempted by federal or state laws or regulations, the same shall not affect the validity of this Agreement as a whole or any part of the provisions of this Agreement other than the part adjudged to be invalid, unenforceable, or preempted. Parties agree if a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that the City did not have the authority to issue a license to Licensee under ARIZ. REV. STAT § 9-581 to § 9-583, as amended or succeeded, then this Agreement shall be considered a revocable permit with a mutual right in either party to terminate without cause upon giving sixty (60) days written notice to the other. The requirements and conditions of such revocable permit shall be the same requirements and conditions as set forth in this Agreement except for conditions relating to the term of the Agreement and the right of termination. If this Agreement shall be considered a revocable permit as provided herein, Licensee acknowledges the authority of the City Council to issue a revocable permit and the power to revoke as provided therein.
- 20.4. Time of Essence. Time is of the essence in each and every provision of this Agreement.
- 20.5. Severability. If any provision of this Agreement shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, or superseded by other lawful authority including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of this Agreement and the parties may agree in writing to amend this Agreement to address such invalid or unenforceable provisions; however, if the parties disagree as to the validity or enforceability of such provisions, the Agreement will not be affected to the extent of such disagreement until a court of competent jurisdiction determines otherwise or the parties later agree in writing. In the event either party seeks such judicial declaration or interpretation of any provision herein, neither party will be liable for the other party's attorney's fees, regardless of which party is deemed the successful party.
- 20.6. Headings. The headings contained herein are for convenience only and not intended to define or limit the scope of any provision of this Agreement.
- 20.7. No Partnership. Each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other under this Agreement.
- 20.8. No Third-Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder. The City shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of

this Agreement (including any absence or inadequacy of insurance required to be carried by Licensee), or otherwise as a result of the existence of this Agreement.

- 20.9. Public Records. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Licensee acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, Licensee understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event the City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Licensee, the City agrees to provide Licensee with notice of that request. Within ten (10) days of such notice (which shall reference the 10-day requirement), Licensee must inform the City in writing of any objection by Licensee to the disclosure of the requested information. Failure by Licensee to object timely will waive Licensee's ability to object under this section and will waive any remedy against the City for disclosure. In the event Licensee objects to disclosure within the time specified, Licensee agrees to handle all aspects related to the request including properly communicating with the requestor and timely responding with information. This provision will survive the termination of this Agreement.
- 20.10. Force Majeure. With respect to any provision of this Agreement, the violation or non-compliance of which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon Licensee, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God; war; terrorist attack; civil disturbance, strike or other labor unrest; plague; pandemics; epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or other public health crisis, including without limitation, quarantine or other employee restrictions; or other events, the occurrence of which was not reasonably foreseeable by Licensee and is beyond its reasonable control.
- 20.10.1. Government Directives. Any delay or nonperformance of any provision of or obligation under this Agreement caused by a federal, state, and/or local directive, order, or similar requirement, including without limitation, the COVID-19 pandemic and related quarantine orders, shall not constitute a breach of this Agreement or any portion thereof, provided that one party has provided the other party with at least seventy-two (72) hours' written notice of such delay or nonperformance.
- 20.11. Attorneys' Fees. Except as described herein, in the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party is entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.
- 20.12. Non-Waiver. Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

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

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

City of Avondale

Licensee: Bicentel, LLC

By: _____

By:  Salomon Cojab

Its: _____

Its: VP Of Infrastructure

Date: _____

Date: 08/17/2026

EXHIBIT A
TO WIRED TELECOMMUNICATIONS LICENSE
AND RIGHT-OF-WAY USE AGREEMENT

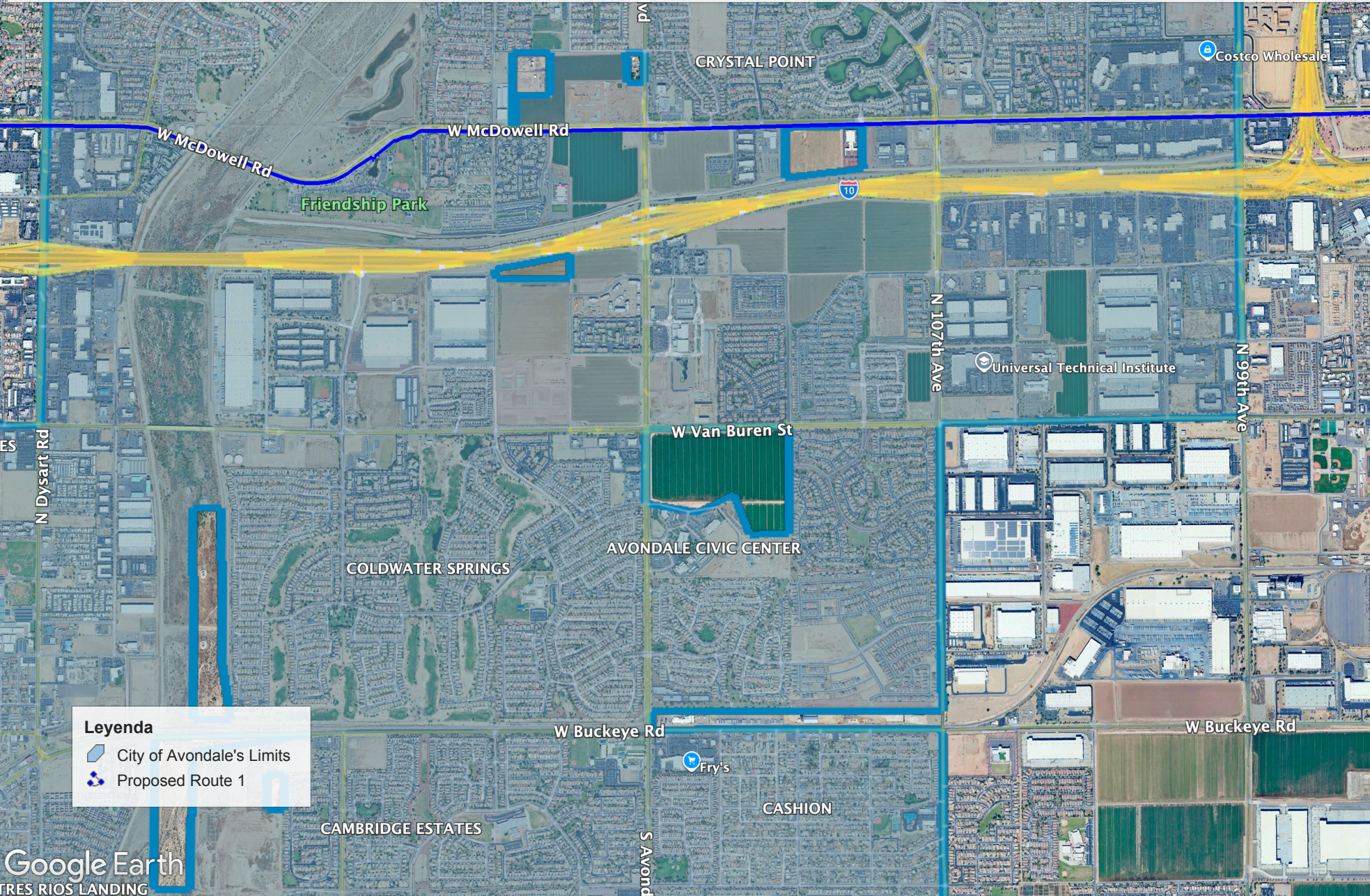
Map of Licensee's Fiber Route

[See following page.]

BICENTEL LLC FIBER OPTIC ROUTE

Fiber optic route through City of Avondale

C3ntrio Telecom (Bicentel LLC) is building a new fiber optic network in Avondale, Arizona. This network will provide high-speed, low-latency connections between data centers and other critical dedicated high-capacity private networks, data center interconnections for direct, high-speed connections between data centers, custom network solutions tailored to specific customer needs, and fiber optic capacity. This project will strengthen Avondale's technology infrastructure and enable local businesses to access cloud services, improve network performance, and reduce costs.



ITEM NUMBER: 4.g.

SUBJECT: Resolution 1064-0926 - Intergovernmental Agreement with American Charter Schools Foundation for School Resource Officers at Estrella High School

MEETING DATE: 9/14/2026

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 Resolution 1064-0926, authorizing an Intergovernmental Agreement with the American Charter Schools Foundation to share the cost of providing a School Resource Officer (SRO) during the 2026-2027 school year at Estrella High School and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale remain a priority for our city and schools, and maintaining an SRO in Avondale's high schools benefits all involved. The Avondale Police Department has partnered with the American Charter Schools Foundation since 2020 to provide a School Resource Officer for Estrella High School. The police department benefits from having an SRO assigned to schools who can field most calls for service that a patrol officer would normally handle. Further, the SRO conducts follow-up on criminal investigations involving students at Estrella High School, thereby relieving officers who would otherwise handle these follow-up investigations.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year and one month of summer school running from July 1, 2026, through June 30, 2027, for Estrella High School, which provides direction, supervision, and management of the assigned SRO. The SRO will work with school staff to coordinate a range of law enforcement-related topics, including criminal, traffic, and constitutional law. The SRO will serve as a positive police role model for students while also serving as a security advisor to school administrators.

BUDGET IMPACT:

The School Resource Officer program's costs and reimbursements are included in the FY2027 budget.

RECOMMENDATION:

Staff recommends City Council adopt a Resolution, authorizing an Intergovernmental Agreement with the American Charter Schools Foundation to share the cost of providing a School Resource Officer (SRO) during the 2026-2027 school year at Estrella High School, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Jenny Chavez; Olivia Contreras

RESOLUTION NO. 1064-0926

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH AMERICAN CHARTER SCHOOLS FOUNDATION RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR ESTRELLA HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with American Charter Schools Foundation relating to school resource officer services at Estrella High School for fiscal year 2026-2027 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 14, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1064-0926

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
AMERICAN CHARTER SCHOOLS FOUNDATION
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

(Estrella High School)**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into this [8th] day of [July] 2026 between the City of Avondale, an Arizona municipal corporation (the "City"), and the American Charter Schools Foundation, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its School Safety Program Grant to fund the cost for school resource officer services (the "SRO Services") at Estrella High School (the "School") located at 510 N. Central Avenue, Avondale, AZ 85323.

B. The City and the District desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO," collectively, the "SROs") to provide the SRO Services at the Schools; and

C. The District is authorized by ARIZ. REV. STAT. § 15-342(13), ARIZ. REV. STAT. § 11-952, and the approval of its governing board to enter into this Agreement; and

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

The City shall assign one police officer to the District to provide SRO Services at the School on an hourly basis as more particularly set forth herein. The City agrees to involve the District in the selection process for the SRO by allowing a School administrator to be on the final selection committee once the Avondale Police Department has identified final candidates for the SRO position. The City will endeavor to ensure that the SROs are assigned to the School for up to

Forty (40) hours each week at all times that the School is in session (July, 2026 through June, 2027). This tentatively includes June for the purpose of summer school during the term of this Agreement. If feasible, and subject to the sole discretion of the City, the SRO assigned to the School will be the same individual during the three-year School Safety Grant Program cycle.

a. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO will be present and accessible on the assigned School campus as scheduled by the District. Notwithstanding the foregoing, the SRO may be temporarily assigned to duties other than SRO Services during school times as deemed necessary by the City's Police Chief or authorized designee, in his or her sole discretion. If the SRO is called away on police business, including, but not limited to, City-mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time, and the costs for such time shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the School, the District shall be invoiced as described in Section 2.

b. The SRO's activities will be restricted to their assigned School grounds except as otherwise directed by the City's Police Chief or authorized designee as set forth in subsection 1.1(a) above and for:

1. Follow-up home visits when needed as a result of School-related problems.
2. Incentive programs approved by the parties.
3. In response to off-campus, but School-related, criminal activity.
4. Attendance at off-campus events or meetings.
5. Attendance at training at the request of the District or School.

c. When School is not in session, including all breaks, School-observed holidays, and School vacations, the City shall have full discretion to assign the SRO's responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

d. The City represents and warrants that it will ensure that each officer assigned to perform SRO Services on School property pursuant to this Agreement will be sworn City police officers. Each SRO will be fingerprinted and successfully complete a background check performed by the City before such assignment.

e. Where applicable, the roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference.

f. Notwithstanding this subsection, the parties acknowledge that the SRO Services provided at the school shall include Law Related Education (LRE) on mutually agreed upon topics and number of hours based on the needs of the school and the ADE School Safety Program grant requirements.

g. Each officer assigned to perform SRO services shall attend annual training required by the Arizona Department of Education.

1.2 Invoices; Salary Rates. The City shall invoice the District monthly, based upon SRO Services performed and completed to date. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Office prior to payment of any invoice to the City.

SECTION II- OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Monthly. The District shall reimburse the City monthly for the services it provides pursuant to subsection 1.2 above.

a. The District shall pay the City an amount not to exceed \$161,429 for SRO Services at Estrella High School for the SRO's benefits and salary for the ten-month 2026-2027 school year, plus one-month summer school in June 2027, if required. The City shall pay 100% of the SRO's costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at the school, including all overtime, must be substantiated by timecards and approved by the high school's principal. The District and the City shall equally share the cost of any SRO overtime worked on school-related investigations, with each party paying 50% of the cost. The District shall not use any grant funds to pay for overtime costs associated with SRO overtime. The SRO must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school-related overtime. Overtime payments shall not exceed, under any circumstance, forty (40) hours annually. The District will not pay for any SRO Services for week-long school breaks in October, November, December, January and March, nor for any personal vacations taken by an SRO, nor for any sick leave incurred by an SRO. The Fiscal Year (FY) 2027 School Safety Program application is a three-year grant. Requests for salary and benefits (under purchased professional services) for a continuing officer must be consistent with the FY 2027 approved salary and benefits amount for that officer. Upward adjustments in salary and benefits cannot be accepted. If the actual salary of an officer is less than what was approved in FY 2027, the lesser amount of the two must be requested.

b. The District shall pay invoices from the City within thirty (30) days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 Non-Interference by District. No District or School administrator shall interfere with an SRO's sworn law enforcement duties. It is agreed, however, that at such time as an SRO is acting within the role of a sworn law enforcement officer but is also acting outside of or in excess of the District's rules and policies regarding interviewing and searching students and/or use of appropriate physical force on students, the City shall hold the District harmless from such actions by the SRO. The SRO shall not assist in the District's administrative discipline process unless a definitive danger is perceived by school staff or the student is suspected of criminal activity.

2.4 Removal of SRO. The District may request that an SRO be removed from a School if the District determines that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment or poses a danger to the children at that School or to District employees, provided that the District shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.6 below to describe the situation and to describe the SRO's inappropriate conduct or the District's concern for the safety of the children. In such an event, the District shall direct the SRO to return to the Avondale Police Department. Within seventy-two (72) hours of receipt of notice of the request for removal of an SRO from the School, and in accordance with the City's Police Department's internal policies, the City agrees to assign a replacement SRO to provide the SRO Services to the District under this Agreement if the removal is deemed appropriate by the City's Police Chief or authorized designee, in his or her sole discretion. If a replacement SRO cannot be assigned to the campus, the District shall be credited for each day an SRO is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been removed from the District because of allegations of unprofessional, illegal, or immoral conduct. If the issues cannot be resolved regarding the removal and replacement of a SRO under this Section 2.4, the parties agree that the District may terminate this Agreement or the City and the District may mutually agree that the School will no longer have an SRO for the remainder of the school year and the District will not be required to pay for the unfulfilled portion of the SRO's work. The District shall pay the City for work performed by the SRO through the date of removal.

2.5 Status Meetings. By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement.

2.6 The District shall provide a complete copy of the School Safety Program grant application and be aware of when each SRO begins service.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be from July 1, 2026, until June 30, 2027, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below.

3.3 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.12 below. The City, its employees, and subcontractors are not entitled to workers' compensation benefits from the District. The District does not have the authority to supervise or control the actual work of the City, its employees or subcontractors. The City, and not the District, shall determine the time of

its performance of the SRO Services provided under this Agreement so long as the City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to, nor will they, combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of three (3) years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party at the addresses indicated below. Five (5) days after the District fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by giving ten days' written notice to the District. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which invoices shall be paid within thirty (30) days thereafter. The District has the right to terminate this Agreement immediately should the Grant or other funding become unavailable for any reason. The District also has the right to terminate this Agreement immediately should the City increase the costs for Services beyond those costs that existed in [July 2026].

3.6 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: Ron Corbin, City Manager

With a copy to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Nicholle Harris, City Attorney

If to the District: American Charter Schools Foundation
6150 N. 16th Street, Suite A
Phoenix, AZ 85016
Attn: Patrick Lawrence, CFO

With a copy to: American Charter Schools Foundation
6150 N. 16th Street, Suite A
Phoenix, AZ 85016
Attn: Eva Gilliam, Grants

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this section. Notices shall be deemed received (A) when delivered to the party, (B) three (3) 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.

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City Council or the District Board fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement. If the District is denied the School Safety Grant, it may, at its discretion, initiate an appeal under the School Safety Manual guidelines.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and the School.

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

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.12 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022.

3.13 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records comply at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.16 Dispute Resolution Process. The parties shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the parties are unable to resolve the dispute or claim through negotiations, upon the written request of either party, the City's Police Chief, or designee, and the Principal, or designee, will attempt to resolve the matter within ten (10) calendar days of the date the matter was referred to them. If the matter is still not resolved, the matter will be immediately referred to the City Manager, or designee, and the District Superintendent, or designee. If the matter is still not resolved within ten (10) calendar days, the parties may terminate this Agreement in accordance with Section 3.5 above.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

3.19 Chain of Command and Channels of Communication. The Principal or the Principal's authorized designee will communicate directly with the SRO Supervisor concerning any issues involving the SROs. If there is an issue that cannot be resolved between the Principal and the SRO Supervisor, the School's Grants and Federal Program Coordinator will communicate with the SRO Supervisor or his or her supervisor, as determined by the City.

3.20 Manner of Financing. The parties will fund their respective obligations under this agreement through their respective annual budget processes, including but not limited to their respective management and operations budgets, as applicable, and any other available funds.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

"City"

CITY OF AVONDALE, an Arizona
Municipal corporation

By: Mike Pineda, Mayor

Date: _____

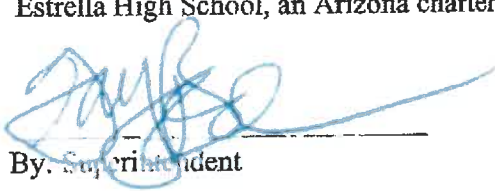
ATTEST:

Marcella Sarmiento, City Clerk

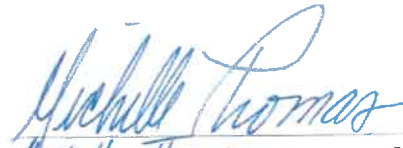
In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

"District"

American Charter Schools Foundation dba
Estrella High School, an Arizona charter school

By:  Superintendent

Date: 9/20/26


Michelle Thomas, Attorney for the District

Nicholle Harris, Attorney for City of Avondale

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AMERICAN CHARTER SCHOOL FOUNDATION
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus, as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission - "Serving with Honor": The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, "Are we serving with honor," every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services requires the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation, provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “professional staff” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

10. Mindset. All members of the Avondale Police Department should be open to changing their mindset to understand the changing needs of our community. The mindset of Avondale police employees must adapt to change, to improve service and support the community. Avondale police employees will strive to develop working partnerships with the community in order to jointly resolve community concerns. We will accomplish this by constantly changing our way of thinking, policing, and communicating with the people we “Serve With Honor”.

11. Wellness. The Avondale Police Department encourages all employees to maintain personal wellness through positive practices that enhance all human dimensions: Spiritual, Mental, Physical, and Emotional.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards students, staff or parents.
3. High visibility during peak times such as; morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The school's principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct-related complaints involving SROs as soon as they become aware of them. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO Program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with the school's administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such; however, they are to be used as a law-related resource to assist students, staff and all persons involved with the school.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens, as well as consequences for violating laws. The SROs are not certified teachers and therefore, should be present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO Program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school-related criminal activities.
- Participate in the Parent-Teacher Association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provide a visible deterrence to crime while presenting a positive

impression of a law enforcement officer.

- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain a tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three (3) basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary, the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.

2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.

3. As partners in school safety, SROs and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.

4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.

5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.

6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education (LRE) into their curriculum. The teacher must be present in the classroom during LRE instruction.

2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the School Principal or designee:

- a. Total hours of LRE classroom instruction
- b. LRE topic and law enforcement
- c. Teacher name and subject of each class where an LRE lesson is taught
- d. Total hours of Law Enforcement/ Probation activity
- e. Time spent per LRE lesson

- f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits, being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent with students, staff, and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff and carry out the philosophy and goal of the City of Avondale SRO Program.
- Attend SRO Program management training for supervisors.
- Conduct ongoing visits to schools under their supervision.
- Ensures SROs keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement, recognizing excellent performance.
- Review all investigations by assigned SROs for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SROs, including confronting performance deficiencies and providing documentation and a plan for improvement.
- Thoroughly investigate and document allegations of SROs' misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Include a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide the school principal or designee with a monthly recap of SRO activities to

- include the number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with the principal of schools that have SROs once a month to discuss SROs' performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO Program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO Program philosophy to all site staff.
2. Understands the SRO Program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO Program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO Program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO Program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

An annual performance evaluation shall be conducted by a school administrator and shared with

the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO Program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO Program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. *(Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.)*

B. Possible Benefits. Law-Related Education is a component of the SRO Program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee.

1. To explore and reflect on theirs and others' perspectives,
2. To express and defend their views, to listen to the views of others,
3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine the consequences for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers from the legal community, typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teachers need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develop ongoing positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of "the system."

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students with the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem-solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem-solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students' lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way, the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education <http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also, kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Join Together ONLINE <https://drugfree.org/>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resource guides.

Keep Schools Safe <https://www.schoolsafety.gov/>

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO) www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA) www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Center for School Safety <https://www.nc2s.org/>

Center works with schools and communities to create safe learning environments and prevent school violence.

National Youth Gang Center <https://ojjdp.ojp.gov/programs/national-gang-center>

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention <https://ojjdp.ojp.gov/>
Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Teach Democracy Home -<https://teachdemocracy.org/>
Offers programs and develops materials on law-related education. Website contains ready-to-use lessons.

Street Law, Inc. www.streetlaw.org
Offers program training and program development in law-related education.

ITEM NUMBER: 4.h.

SUBJECT: Resolution 1065-0926 - Intergovernmental Agreement with Agua Fria Union High School District #216 - School Resource Officer

MEETING DATE: 9/14/2026

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 Resolution 1065-0926, authorizing an Intergovernmental Agreement between the Agua Fria Union High School District #216 and the City of Avondale to share the cost of providing a School Resource Officer (SRO) during the 2026/2027 school year and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale remain a priority for our city and schools, and maintaining an SRO in Avondale's high schools benefits all involved. The Avondale Police Department has partnered with the Agua Fria Union High School District since 1991 to provide a School Resource Officer at the school. The police department benefits from having an SRO assigned to these schools, who can field most calls for service that patrol officers typically handle. Furthermore, the SRO conducts follow-up investigations into criminal cases involving students at Agua Fria High School, thereby relieving officers who would otherwise handle these cases.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year and one month of summer school running from July 1, 2026, through June 30, 2027, for Agua Fria High School, which provides direction, supervision, and management of the assigned SRO. The SRO will collaborate with school staff to coordinate a range of law enforcement-related topics, including criminal law, traffic law, and constitutional law. The SRO will provide a positive police role model for students, while also serving as a security advisor to school administrators.

BUDGET IMPACT:

The School Resource Officer program's costs and reimbursements are included in the FY2027 budget.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing an Intergovernmental Agreement between the Agua Fria Union High School District #216 and the City of Avondale.

Contact person for document distribution: Jenny Chavez; Olivia Contreras

RESOLUTION NO. 1065-0926

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR AGUA FRIA HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Agua Fria Union High School District relating to school resource officer services at Agua Fria High School for fiscal year 2026-2027 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 14, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1065-0926

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

(Agua Fria High School)**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into this [1] day of [July] 2026 between the City of Avondale, an Arizona municipal corporation (the "City"), and the Agua Fria Union High School District, an Arizona school district (the "District").

RECITALS

A. The District has funding available to fund the cost for school resource officer services (the "SRO Services") at Agua Fria High School (the "School") located at 530 E. Riley Dr., Avondale, AZ 85323.

B. The City and the District desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO," collectively, the "SROs") to provide the SRO Services at the Schools; and

C. The District is authorized by ARIZ. REV. STAT. § 15-342(13), ARIZ. REV. STAT. § 11-952, and the approval of its governing board to enter into this Agreement; and

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 parties hereby agree as follows:

SECTION I -- OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

The City shall assign one police officer to the District to provide SRO Services at the School on an hourly basis as more particularly set forth herein. The City agrees to involve the District in the selection process for the SRO by allowing a School administrator to be on the final selection committee once the Avondale Police Department has identified final candidates for the SRO position. The City will endeavor to ensure that the SROs are assigned to the School for up to

Forty (40) hours each week at all times that the School is in session (July 1, 2026 through June 30, 2027). This tentatively includes June for the purpose of summer school during the term of this Agreement.

a. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO will be present and accessible on the assigned School campus as scheduled by the District. Notwithstanding the foregoing, the SRO may be temporarily assigned to duties other than SRO Services during school times as deemed necessary by the City's Police Chief or authorized designee, in his or her sole discretion. If the SRO is called away on police business, including, but not limited to, City-mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time, and the costs for such time shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the School, the District shall be invoiced as described in Section 2.

b. The SRO's activities will be restricted to their assigned School grounds except as otherwise directed by the City's Police Chief or authorized designee as set forth in subsection 1.1(a) above and for:

1. Follow-up home visits when needed as a result of School-related problems.
2. Incentive programs approved by the parties.
3. In response to off-campus, but School-related, criminal activity.
4. Attendance at off-campus events or meetings.
5. Attendance at training at the request of the District or School.

c. When School is not in session, including all breaks, School-observed holidays, and School vacations, the City shall have full discretion to assign the SRO's responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

d. The City represents and warrants that it will ensure that each officer assigned to perform SRO Services on School property pursuant to this Agreement will be sworn City police officers. Each SRO will be fingerprinted and successfully complete a background check performed by the City before such assignment.

e. Where applicable, the roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference.

f. Notwithstanding this subsection, the parties acknowledge that the SRO Services provided at the school shall include Law Related Education (LRE) on mutually agreed upon topics and number of hours based on the needs of the school.

g. Each officer assigned to perform SRO services shall attend annual training required by the Arizona Department of Education.

1.2 Invoices; Salary Rates. The City shall invoice the District quarterly, based upon SRO Services performed and completed to date. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Office prior to payment of any invoice to the City.

SECTION II- OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Quarterly. The District shall reimburse the City quarterly for the services it provides pursuant to subsection 1.2 above.

a. The District shall pay the City an amount not to exceed \$80,715 for SRO Services at Agua Fria High School for the SRO's benefits and salary for the ten-month 2026-2027 school year, plus one-month summer school in June 2027, if required. The City shall pay 100% of the SRO's costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at the school, including all overtime, must be substantiated by timecards and approved by the high school's principal. The District and the City shall equally share the cost of any SRO overtime worked on school-related investigations, with each party paying 50% of the cost. The SRO must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school-related overtime. Overtime payments shall not exceed, under any circumstance, forty (40) hours annually. The District will not pay for any SRO Services for week-long school breaks in October, November, December, January and March, nor for any personal vacations taken by an SRO, nor for any sick leave incurred by an SRO.

b. The District shall pay invoices from the City within thirty (30) days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 Non-Interference by District. No District or School administrator shall interfere with an SRO's sworn law enforcement duties. It is agreed, however, that at such time as an SRO is acting within the role of a sworn law enforcement officer but is also acting outside of or in excess of the District's rules and policies regarding interviewing and searching students and/or use of appropriate physical force on students, the City shall hold the District harmless from such actions by the SRO. The SRO shall not assist in the District's administrative discipline process unless a definitive danger is perceived by school staff or the student is suspected of criminal activity.

2.4 Removal of SRO. The District may request that an SRO be removed from a School if the District determines that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment or poses a danger to the children at that School or to District employees, provided that the District shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.6 below to describe the situation and to describe the SRO's inappropriate conduct or the District's concern for the safety of the children. In such an event, the District shall direct the SRO to return to the Avondale Police Department. Within

seventy-two (72) hours of receipt of notice of the request for removal of an SRO from the School, and in accordance with the City's Police Department's internal policies, the City agrees to assign a replacement SRO to provide the SRO Services to the District under this Agreement if the removal is deemed appropriate by the City's Police Chief or authorized designee, in his or her sole discretion. If a replacement SRO cannot be assigned to the campus, the District shall be credited for each day an SRO is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been removed from the District because of allegations of unprofessional, illegal, or immoral conduct. If the issues cannot be resolved regarding the removal and replacement of a SRO under this Section 2.4, the parties agree that the District may terminate this Agreement or the City and the District may mutually agree that the School will no longer have an SRO for the remainder of the school year and the District will not be required to pay for the unfulfilled portion of the SRO's work. The District shall pay the City for work performed by the SRO through the date of removal.

2.5 Status Meetings. By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be from July 1, 2026, until June 30, 2027, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below.

3.3 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.12 below. The City, its employees, and subcontractors are not entitled to workers' compensation benefits from the District. The District does not have the authority to supervise or control the actual work of the City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as the City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to, nor will they, combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of three (3) years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party at the addresses indicated below. Five (5) days after the District fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by giving ten days' written notice to the District. In any event, this Agreement shall be

deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which invoices shall be paid within thirty (30) days thereafter. The District has the right to terminate this Agreement immediately should funding become unavailable for any reason.

3.6 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: Ron Corbin, City Manager

With a copy to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Nicholle Harris, City Attorney

If to the District: Agua Fria Union High School District
1481 N. Eliseo Felix Jr. Way
Avondale, Arizona 85332
Attn: Mark Yslas, Superintendent

With a copy to: Gust Rosenfeld P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2533
Attn: Susan Plimpton Segal, Esq.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this section. Notices shall be deemed received (A) when delivered to the party, (B) three (3) 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.

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City Council or the District Board fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and the School.

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

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.12 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022.

3.13 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records comply at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.16 Dispute Resolution Process. The parties shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the parties are unable to resolve the dispute or claim through negotiations, upon the written request of either party, the City's Police Chief, or designee, and the Principal, or designee, will attempt to resolve the matter within ten (10) calendar days of the date the matter was referred to them. If the matter is still not resolved, the matter will be immediately referred to the City Manager, or designee, and the District Superintendent, or designee. If the matter is still not resolved within ten (10) calendar days, the parties may terminate this Agreement in accordance with Section 3.5 above.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

3.19 Chain of Command and Channels of Communication. The Principal or the Principal's authorized designee will communicate directly with the SRO Supervisor concerning any issues involving the SROs. If there is an issue that cannot be resolved between the Principal and the SRO Supervisor, then the Principal may contact the Chief of Police or his designee in an effort to resolve the issue.

3.20 Manner of Financing. The parties will fund their respective obligations under this agreement through their respective annual budget processes, including but not limited to their respective management and operations budgets, as applicable, and any other available funds.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

CITY OF AVONDALE, an Arizona
Municipal corporation

By: Mike Pineda, Mayor

Date: _____

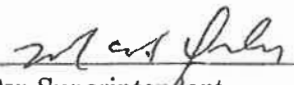
ATTEST:

Marcella Sarmiento, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

“District”

Agua Fria Union High School District



By: Superintendent

Date: 7/21/20

GUST ROSENFELD



Carrie O'Brien

Attorney for Agua Fria Union High School District

Nicholle Harris, Attorney for City of Avondale

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus, as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission - "Serving with Honor": The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, "Are we serving with honor," every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services requires the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation, provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “professional staff” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

10. Mindset. All members of the Avondale Police Department should be open to changing their mindset to understand the changing needs of our community. The mindset of Avondale police employees must adapt to change, to improve service and support the community. Avondale police employees will strive to develop working partnerships with the community in order to jointly resolve community concerns. We will accomplish this by constantly changing our way of thinking, policing, and communicating with the people we “Serve With Honor”.

11. Wellness. The Avondale Police Department encourages all employees to maintain personal wellness through positive practices that enhance all human dimensions: Spiritual, Mental, Physical, and Emotional.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards students, staff or parents.
3. High visibility during peak times such as; morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The school's principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct-related complaints involving SROs as soon as they become aware of them. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO Program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with the school's administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such; however, they are to be used as a law-related resource to assist students, staff and all persons involved with the school.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens, as well as consequences for violating laws. The SROs are not certified teachers and therefore, should be present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO Program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school-related criminal activities.
- Participate in the Parent-Teacher Association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provide a visible deterrence to crime while presenting a positive

- impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain a tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three (3) basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary, the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SROs and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education (LRE) into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the School Principal or designee:
 - a. Total hours of LRE classroom instruction
 - b. LRE topic and law enforcement
 - c. Teacher name and subject of each class where an LRE lesson is taught
 - d. Total hours of Law Enforcement/ Probation activity
 - e. Time spent per LRE lesson

f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits, being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.

2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.

3. The SRO should be honest by providing accurate information.

4. The SRO should be consistent with students, staff, and parents in applying rules and regulations.

5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.

6. The SRO should show respect by treating students with respect and expressing high expectations for them.

7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff and carry out the philosophy and goal of the City of Avondale SRO Program.
- Attend SRO Program management training for supervisors.
- Conduct ongoing visits to schools under their supervision.
- Ensures SROs keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement, recognizing excellent performance.
- Review all investigations by assigned SROs for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SROs, including confronting performance deficiencies and providing documentation and a plan for improvement.
- Thoroughly investigate and document allegations of SROs' misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Include a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide the school principal or designee with a monthly recap of SRO activities to

- include the number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with the principal of schools that have SROs once a month to discuss SROs' performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO Program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO Program philosophy to all site staff.
2. Understands the SRO Program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO Program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO Program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO Program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

An annual performance evaluation shall be conducted by a school administrator and shared with

the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO Program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO Program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. *(Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.)*

B. Possible Benefits. Law-Related Education is a component of the SRO Program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee.

1. To explore and reflect on theirs and others' perspectives,
2. To express and defend their views, to listen to the views of others,
3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine the consequences for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers from the legal community, typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teachers need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develop ongoing positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of "the system."

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students with the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem-solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem-solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students' lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way, the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education <http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also, kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Join Together ONLINE <https://drugfree.org/>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resource guides.

Keep Schools Safe <https://www.schoolsafety.gov/>

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO) www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA) www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Center for School Safety <https://www.nc2s.org/>

Center works with schools and communities to create safe learning environments and prevent school violence.

National Youth Gang Center <https://ojjdp.ojp.gov/programs/national-gang-center>

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention <https://ojjdp.ojp.gov/>
Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Teach Democracy Home -<https://teachdemocracy.org/>
Offers programs and develops materials on law-related education. Website contains ready-to-use lessons.

Street Law, Inc. www.streetlaw.org
Offers program training and program development in law-related education.

ITEM NUMBER: 4.i.

SUBJECT: Resolution 1066-0926 - Intergovernmental Agreement with Tolleson Union High School District #216 for School Resource Officers at La Joya Community High School, Westview High School, and West Point High School

MEETING DATE: 9/14/2026

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 Resolution 1066-0926, authorizing an Intergovernmental Agreement with the Tolleson Union High School District #216 to share the cost of providing a School Resource Officer (SRO) during the 2026-2027 school year at La Joya Community High School, Westview High School and West Point High School and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale remain a priority for our city and schools, and maintaining an SRO in Avondale's high schools benefits all involved. The Avondale Police Department has partnered with the Tolleson Union High School District since 1994 to provide a School Resource Officer to their schools. The police department benefits from having an SRO assigned to these schools, who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow-up on criminal investigations involving students attending La Joya Community High School, Westview High School, and West Point High School, thereby relieving officers who would otherwise handle these follow-up investigations.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year and one month of summer school running from July 1, 2026, through June 30, 2027, for La Joya Community High School, Westview High School, and West Point High School, which provide direction, supervision, and management of the assigned SRO. The SRO will work with school staff to coordinate a range of law enforcement-related topics, including criminal, traffic, and constitutional law. The SRO will provide a positive police role model for students, while

also serving as a security advisor to school administrators.

BUDGET IMPACT:

The School Resource Officer program's costs and reimbursements are included in the FY2027 budget.

RECOMMENDATION:

Staff recommends City Council consider a request to adopt a Resolution, authorizing an Intergovernmental Agreement with the Tolleson Union High School District #216 to share the cost of providing a School Resource Officer (SRO) during the 2026-2027 school year at La Joya Community High School, Westview High School and West Point High School and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Jenny Chavez; Olivia Contreras

RESOLUTION NO. 1066-0926

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR LA JOYA COMMUNITY HIGH SCHOOL, WESTVIEW HIGH SCHOOL, AND WESTPOINT HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Tolleson Union High School District relating to school resource officer services for La Joya Community High School, Westview High School, and WestPoint High School for fiscal year 2026-2027 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 14, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1066-0926

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES**

(Westview High School, La Joya Community High School and West Point High School)

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into this 14th day of July 2026 between the City of Avondale, an Arizona municipal corporation (the "City"), and the **Tolleson Union High School District**, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its School Safety Program Grant to fund the cost for school resource officer services (the "SRO Services") for **La Joya Community High School** located at 11650 West Whyman Avenue, Avondale AZ 85323, **Westview High School** located at 10850 West Garden Lakes Parkway, Avondale, AZ 85392 and **West Point High School** located at 11620 West Encanto Boulevard, Avondale, AZ 85392. (each a "School", collectively, the "Schools").

B. The City and the District desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO," collectively, the "SROs") to provide the SRO Services at the Schools; and

C. The District is authorized by ARIZ. REV. STAT. § 15-342(13), ARIZ. REV. STAT. § 11-952, and the approval of its governing board to enter into this Agreement; and

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 **Services to be Provided.**

The City shall assign to the District **one police officer** per school (for a total of three) to provide SRO Services at each School on an hourly basis as more particularly set forth herein. The

City agrees to involve the District in the selection process for the SROs by allowing a School administrator to be on the final selection committee once the Avondale Police Department has identified final candidates for the SRO positions. The City will endeavor to ensure that the SROs are assigned to the School for up to forty (40) hours each week at all times that the School is in session (July, 2026 through June, 2027). This tentatively includes June for the purpose of summer school during the term of this Agreement. If feasible, and subject to the sole discretion of the City, the SROs assigned to the School will be the same individual during the three-year School Safety Grant Program cycle.

a. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO will be present and accessible on the assigned School campus as scheduled by the District. Notwithstanding the foregoing, the SRO may be temporarily assigned to duties other than SRO Services during school times as deemed necessary by the City's Police Chief or authorized designee, in his or her sole discretion. If the SRO is called away on police business, including but not limited to City-mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time, and the costs for such time shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the School, the District shall be invoiced as described in Section 2.

b. The SROs' activities will be restricted to their assigned School grounds except as otherwise directed by the City's Police Chief or authorized designee as set forth in subsection 1.1(a) above and for:

1. Follow-up home visits when needed as a result of School- related problems.
2. Incentive programs approved by the parties.
3. In response to off-campus, but School-related, criminal activity.
4. Attendance at off-campus events or meetings.
5. Attendance at training at the request of the District or School.

c. When School is not in session, including all breaks, School-observed holidays, and School vacations, the City shall have full discretion to assign the SRO responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

d. The City represents and warrants that it will ensure that each officer assigned to perform SRO Services on School property pursuant to this Agreement will be sworn City police officers. Each SRO will be fingerprinted and successfully complete a background check performed by the City before such assignment.

e. Where applicable, the roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference.

f. Notwithstanding this subsection, the parties acknowledge that the SRO Services provided at the school shall include Law Related Education (LRE) on mutually agreed

upon topics and number of hours based on the needs of the school and the ADE School Safety Program grant requirements.

g. Each officer assigned to perform SRO services shall attend annual training required by the Arizona Department of Education.

1.2 Invoices; Salary Rates. The City shall invoice the District quarterly, based upon SRO Services performed and completed to date. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Office prior to payment of any invoice to the City.

SECTION II- OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Quarterly. The District shall reimburse the City quarterly for the services it provides pursuant to subsection 1.2 above.

a. The District shall pay the City an amount not to exceed **\$159,946** for SRO Services at **Westview High School**, **\$159,946** for SRO Services at **La Joya Community High School** and **\$159,946** for SRO Services at **West Point High School** for the SROs' benefits and salary for the ten-month 2026-2027 school year, plus one-month summer school in June 2027 if required. The City shall pay 100% of the SROs' costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SROs' time spent at the Schools, including all overtime, must be substantiated by timecards and approved by the high school's principal. The District and the City shall equally share the cost of any SRO overtime worked on school-related investigations, with each party paying 50% of the cost. The District shall not use any grant funds to pay for overtime costs associated with SRO overtime. The SRO must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school-related overtime. Overtime payments shall not exceed, under any circumstance, forty (40) hours annually. The District will not pay for any SRO Services for week-long school breaks in October, November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO. The **Fiscal Year (FY) 2027-2029** School Safety Program application is a three-year grant. Requests for salary and benefits (under purchased professional services) for a continuing officer must be consistent with the **FY 2027** approved salary and benefits amount for that officer. Upward adjustments in salary and benefits cannot be accepted. If the actual salary of an officer is less than what was approved in **FY 2027** the lesser amount of the two must be requested.

b. The District shall pay invoices from the City within thirty (30) days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 Non-Interference by District. No District or School administrator shall interfere with an SRO's sworn law enforcement duties. It is agreed, however, that at such time as an SRO is acting within the role of a sworn law enforcement officer but is also acting outside of or in excess of the District's rules and policies regarding interviewing and searching students and/or use of appropriate physical force on students, the City shall hold the District harmless from such actions by the SRO. The SRO shall not assist in the District's administrative discipline process unless a definitive danger is perceived by school staff or the student is suspected of criminal activity.

2.4 Removal of SRO. The District may request that an SRO be removed from a School if the District determines that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment or poses a danger to the children at that School or to District employees, provided that the District shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.6 below to describe the situation and to describe the SRO's inappropriate conduct or the District's concern for the safety of the children. In such an event, the District shall direct the SRO to return to the Avondale Police Department. Within seventy-two (72) hours of receipt of notice of the request for removal of an SRO from a School, and in accordance with the City's Police Department's internal policies, the City agrees to assign a replacement SRO to provide the SRO Services to the District under this Agreement if the removal is deemed appropriate by the City's Police Chief or authorized designee, in his or her sole discretion. If a replacement SRO cannot be assigned to the campus, the District shall be credited for each day an SRO is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been removed from the District because of allegations of unprofessional, illegal, or immoral conduct. If the issues cannot be resolved regarding the removal and replacement of a SRO under this Section 2.4, the parties agree that the District may terminate this Agreement or the City and the District may mutually agree that the School will no longer have an SRO for the remainder of the school year and the District will not be required to pay for the unfulfilled portion of the SRO's work. The District shall pay the City for work performed by the SRO through the date of removal.

2.5 Status Meetings. By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement.

2.6 The District shall provide a complete copy of the School Safety Program grant application and be aware of each SRO when s/he begins service.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be from **July 1, 2026, until June 30, 2027**, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below.

3.3 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.12 below. The City, its employees, and subcontractors are not entitled to workers' compensation benefits from the District. The District does not have the authority to supervise or control the actual work of the City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as the City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to, nor will they, combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of three (3) years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party at the addresses indicated below. Five (5) days after the District fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by giving ten (10) days' written notice to the District. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, and such invoices shall be paid within thirty (30) days thereafter. The District has the right to terminate this Agreement immediately should the Grant or other funding become unavailable for any reason. The District also has the right to terminate this Agreement immediately should the City increase the costs for Services beyond those costs that existed in 2027.

3.6 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: Ron Corbin, City Manager

With a copy to: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Nicholle Harris, City Attorney

If to the District: Tolleson Union High School District
9801 West Van Buren Street
Tolleson, Arizona 85353
Attn: Angela Madsen

With a copy to: Sims Macklin LTD
2100 North Central Ave., Ste 220
Phoenix, Arizona 85004
Attn: Anthony W. Contente-Como

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this section. Notices shall be deemed received (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.

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City Council or the District Board fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement. If the District is denied the School Safety Grant, it may, at its discretion, initiate an appeal under the School Safety Manual guidelines.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this

Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and the District.

3.10 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and suit pertaining to this Agreement shall be brought before the Superior Court of Maricopa County, AZ.

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.12 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022.

3.13 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records comply at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.16 Dispute Resolution Process. The parties shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the parties are unable to resolve the dispute or claim through negotiations, upon the written request of either party, the City's Police Chief, or designee, and the Principal, or designee, will attempt to resolve the matter within ten (10) calendar days of the date the matter was referred to them. If the matter is still not resolved, the matter will be immediately referred to the City Manager, or designee, and the District Superintendent, or designee. If the matter is still not resolved within ten (10) calendar days, the parties may terminate this Agreement in accordance with Section 3.5 above.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

3.19 Chain of Command and Channels of Communication. The Superintendent or the Superintendent's authorized designee will communicate directly with the SRO Supervisor concerning any issues involving the SROs. If there is an issue that cannot be resolved between the Principal and the SRO Supervisor, the School's Grants and Federal Program Coordinator will communicate with the SRO Supervisor or his or her supervisor, as determined by the City.

3.20 Manner of Financing. The parties will fund their respective obligations under this agreement through their respective annual budget processes, including but not limited to their respective management and operations budgets, as applicable, and any other available funds.

3.21 Failure to Enforce. No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision hereof, nor shall any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach hereunder.

3.22 Creation of Rights. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

CITY OF AVONDALE, an Arizona
Municipal corporation

By: Mike Pineda, Mayor

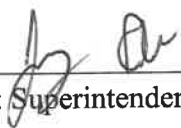
Date: _____

ATTEST:

Marcella Sarmiento, City Clerk

“District”

Tolleson Union High School District
9801 W Van Buren Street
Tolleson, AZ 85353



By: Superintendent

Date: August 18, 2024

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Anthony W. Contente-Cuomo 7-15-2026
Anthony W. Contente-Cuomo,
Attorney for the District

Nicholle Harris,
Attorney for City of Avondale

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION SCHOOL DISTRICT
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus, as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission - "Serving with Honor": The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, "Are we serving with honor," every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services requires the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation, provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding "sworn" or "professional staff" positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

10. Mindset. All members of the Avondale Police Department should be open to changing their mindset to understand the changing needs of our community. The mindset of Avondale police employees must adapt to change, to improve service and support the community. Avondale police employees will strive to develop working partnerships with the community in order to jointly resolve community concerns. We will accomplish this by constantly changing our way of thinking, policing, and communicating with the people we "Serve With Honor".

11. Wellness. The Avondale Police Department encourages all employees to maintain personal wellness through positive practices that enhance all human dimensions: Spiritual, Mental, Physical, and Emotional.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards students, staff or parents.
3. High visibility during peak times such as; morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The school's principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct-related complaints involving SROs as soon as they become aware of them. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO Program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with the school's administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such; however, they are to be used as a law-related resource to assist students, staff and all persons involved with the school.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens, as well as consequences for violating laws. The SROs are not certified teachers and therefore, should be present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO Program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school-related criminal activities.
- Participate in the Parent-Teacher Association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provide a visible deterrence to crime while presenting a positive

- impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain a tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three (3) basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary, the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SROs and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education (LRE) into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the La Joya Community High School, West Point High School and Westview High School Principal or designee:
 - a. Total hours of LRE classroom instruction
 - b. LRE topic and law enforcement
 - c. Teacher name and subject of each class where an LRE lesson is taught
 - d. Total hours of Law Enforcement/ Probation activity

- e. Time spent per LRE lesson
- f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits, being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent with students, staff, and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff and carry out the philosophy and goal of the City of Avondale SRO Program.
- Attend SRO Program management training for supervisors.
- Conduct ongoing visits to schools under their supervision.
- Ensures SROs keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement, recognizing excellent performance.
- Review all investigations by assigned SROs for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SROs, including confronting performance deficiencies and providing documentation and a plan for improvement.
- Thoroughly investigate and document allegations of SROs' misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Include a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.

- Provide the school principal or designee with a monthly recap of SRO activities to include the number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with the principal of schools that have SROs once a month to discuss SROs' performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO Program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO Program philosophy to all site staff.
2. Understands the SRO Program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO Program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO Program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO Program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

An annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO Program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO Program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. *(Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.)*

B. Possible Benefits. Law-Related Education is a component of the SRO Program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee.

instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,
2. To express and defend their views, to listen to the views of others,
3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often

conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine the consequences for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers from the legal community, typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teachers need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develop ongoing positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of "the system."

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students with the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem-solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem-solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students' lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way, the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education <http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also, kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Join Together ONLINE <https://drugfree.org/>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resource guides.

Keep Schools Safe <https://www.schoolsafety.gov/>

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO) www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA) www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Center for School Safety <https://www.nc2s.org/>

Center works with schools and communities to create safe learning environments and prevent school violence.

National Youth Gang Center <https://ojjdp.ojp.gov/programs/national-gang-center>

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention <https://ojjdp.ojp.gov/>
Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Teach Democracy Home -<https://teachdemocracy.org/>
Offers programs and develops materials on law-related education. Website contains ready-to-use lessons.

Street Law, Inc. www.streetlaw.org
Offers program training and program development in law-related education.

ITEM NUMBER: 4.j.

SUBJECT: Ordinance 2041-0926 - Amending Chapter 13 of the Avondale City Code and Creating a Domestic Partnership Registry

MEETING DATE: 9/14/2026

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **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 2041-0926, amending Avondale City Code, Chapter 13 (Licenses, Taxation and Miscellaneous Business Regulations), by adding Article X (Registered Domestic Partnerships), which will create a way to recognize committed relationships within the City of Avondale and authorize Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Currently, only the cities of Tucson and Sedona allow non-resident Domestic Partnership registration. This forces residents of Avondale to travel to either of those cities if they are seeking a recognized domestic partnership. The main purpose of this amendment is to recognize non-married couples who are residents of Avondale and provide them with the ability to be recognized as a formal couple for healthcare-related uses.

The City of Phoenix is the nearest municipality to Avondale with a similar program, but it is limited to Phoenix residents.

DISCUSSION:

If adopted, the City Clerk's Office will begin its Domestic Partnership Registry program, which will include developing Domestic Partnership Registration Instructions, a Declaration of Domestic Partnership form, a Certificate of Registration of Domestic Partnership, and a Notice of Termination of Domestic Partnership form. Non-married couples who are Avondale residents and who choose to register may gain rights to one another for healthcare-related uses. The cost for residents to register will be \$50 per application and each application covers both partners.

BUDGET IMPACT:

This program will generate a small amount of revenue that will offset staff time and resources spent.

RECOMMENDATION:

Staff recommends that City Council adopt Ordinance 2041-0926, amending Avondale City Code, Chapter 13 (Licenses, Taxation and Miscellaneous Business Regulations), by adding Article X (Registered Domestic Partnerships), which will create a way to recognize committed relationships within the City of Avondale and authorize Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Chris Pierson

ORDINANCE NO. 2041-0926

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE CITY CODE, CHAPTER 13 (LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS), BY ADDING AN ARTICLE X (REGISTERED DOMESTIC PARTNERSHIPS) TO CREATE A DOMESTIC PARTNERSHIP REGISTRY FOR CITY OF AVONDALE RESIDENTS.

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

SECTION 1. The City of Avondale, City Code, Chapter 13 (Licenses, Taxation and Miscellaneous Business Regulations), is hereby amended by adding an Article X (Registered Domestic Partnerships), to read as follows:

ARTICLE X – REGISTERED DOMESTIC PARTNERSHIPS

13-189 Purpose.

The purpose of this article is to create a way to recognize committed relationships.

13-190 Definition; domestic partnership.

In this article, domestic partnership means two individuals who have filed a declaration of domestic partnership with the city affirming that they meet all of the following qualifications:

- (a) Both individuals reside within the city.
- (b) Both individuals currently share a common residence and meet the one-year in residence requirement.
- (c) Both individuals are in a committed relationship and share responsibility for each other's common welfare.
- (d) Neither individual is in a marriage expressly recognized by the State of Arizona or in any domestic partnership and/or civil union with another person.
- (e) Neither individual is part of an existing domestic partnership or civil union with any third party.
- (f) Each individual is competent to enter into a contract.

(g) Each individual is eighteen years of age or older.

(h) The individuals are not related to one another by blood closer than would bar marriage in the State of Arizona.

13-191 Declaration of domestic partnership; filing location; prohibition.

(a) Two individuals seeking to become domestic partners must complete and file a Declaration of Domestic Partnership in person with the city clerk's office.

(b) No individual who has previously filed a Declaration of Domestic Partnership in the city may file a new Declaration of Domestic Partnership until a Notice of Termination of Domestic Partnership has been filed with the city. However, this prohibition shall not apply if the previous domestic partnership ended because one of the domestic partners is deceased.

13-192 Domestic partnerships; termination; effective date; notice to third parties; failure to give notice.

(a) A domestic partnership ends when:

(1) One of the domestic partners dies; or

(2) A Notice of Termination of Domestic Partnership has been filed by one or both domestic partners with the city.

(b) If one or more of the facts affirmed in the Declaration of Domestic Partnership no longer exist, one or both parties to a domestic partnership shall file a notarized Notice of Termination of Domestic Partnership with the city clerk's office. It shall be the filing partner's responsibility to provide a copy of the Notice of Termination to the non-filing party. However, this notice requirement shall not apply if the termination is due to the death of one of the domestic partners.

(c) A termination of a domestic partnership shall be effective upon filing of the Notice of Termination of Domestic Partnership with the city by one or both partners, or on the date of the death of one of the domestic partners.

(d) Following the termination of a domestic partnership, each former domestic partner who has received or has qualified for any benefit or right based upon the existence of a domestic partnership and whose receipt of that benefit or enjoyment of that right has not otherwise terminated, shall give prompt notification that the domestic partnership has terminated within reason to any third party who provides such benefit or right.

(e) Failure to provide notice to third parties as prescribed in this section shall not delay or prevent the termination of the domestic partnership.

13-193 City Clerk Office records and registration; fee.

(a) The City Clerk's Office shall develop "Declaration of Domestic Partnership" and "Notice of Termination of Domestic Partnership" forms and shall not add to or alter the requirements listed in section 13-190 of this article.

(b) Each registrant shall:

- (1) Affirm that they meet the requirements of section 13-190 of this article.
- (2) Show current photo identification issued by a governmental agency within the United States that verifies the domestic partnership age requirement.
- (3) Sign the applicable form under penalty of perjury.
- (4) Have their signatures notarized.

(c) The city shall have declaration and termination forms available at the City Clerk's Office.

(d) The city shall keep a record of all Declarations of Domestic Partnership and all Notice of Termination forms filed.

(e) The city shall charge a nonrefundable administrative fee to persons filing a Declaration of Domestic Partnership. No fee shall be charged for the filing of a Notice of Termination of Domestic Partnership.

13-194 Rights of domestic partners; health care visitation.

(a) All health care facilities operating within the city shall allow the domestic partner of a patient to visit such patient unless no visitors are allowed, or the patient expresses a desire that the visitation by the domestic partner be restricted.

(b) As used in this section, "health care facility" means every place, institution, building or agency, whether organized for profit or not, which provides facilities with medical services, nursing services, health screening services, other health-related services, supervisory care services, personal care services or directed care services and includes home health agencies as defined in Arizona Revised Statutes, Section 36-151 and hospice service agencies.

(c) This article does not limit a health care facility's right to establish visiting hours, rules of conduct, or to regulate access to its patients generally.

13-195 Legal effect of the Declaration of Domestic Partnership.

(a) Nothing in this article shall be interpreted to alter or supersede County, State or Federal laws, including the Health Insurance Portability and Accountability Act of 1996 or other privacy laws.

(b) Except for provisions contained in this article, nothing in this article shall be construed to create additional legal liabilities greater than those already existing under law or to create new private causes of action.

(c) The domestic partnership registrations issued under this article can be used to demonstrate a domestic partnership to government agencies, employers, businesses, and other third parties.

SECTION 2. 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 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

SECTION 4. 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, September 14, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney



CITY OF AVONDALE DOMESTIC PARTNERSHIP REGISTRATION INSTRUCTIONS

Background:

The Avondale Domestic Partnership Ordinance is a City law enacted September 14, 2026, and effective October 14, 2026, that provides a registry for persons who wish to register in a domestic partnership. This is a means by which two unmarried persons who share a relationship of mutual support, caring, and commitment may document their relationship.

Who are domestic partners?

Registered Domestic Partners are two people who sign a statement affirming:

- Both individuals reside within the City of Avondale;
- Both individuals currently share a common residence;
- Both individuals are in a committed relationship and share responsibility for each other's common welfare;
- Neither of us are in a marriage expressly recognized by the State of Arizona or in any domestic partnership and/or civil union with another person;
- Neither individual is part of an existing domestic partnership or civil union with any third party;
- Each individual is competent to enter into a contract;
- Each individual is 18 years of age or older; and
- The individuals are not related to one another by blood closer than would bar marriage in the State.

How long does it take to process a domestic partnership registration?

Please allow two to three weeks from the time of receipt for processing registrations submitted by mail. Appointments are required to apply in person.

How to register

Registrants may go to City Hall to register in person but must first schedule an appointment by calling (623) 333-1000 x-0 or online at www.AvonendaleAZ.gov/DP. Registrants may mail in their registration form to: City of Avondale, Attn: City Clerk's Office, 11465 W. Civic Center Dr., Avondale, AZ 85323. Registrants applying by mail must sign the registration form before a notary public. Registrants who turn in their properly attested registration statement in person at City Hall will receive a certificate of registration in person. Registrants who mail in their properly attested registration statement will receive a certificate of registration by mail.

Avondale

Cost

The cost of registering is \$50.00. Checks should be made payable to the "City of Avondale".

Do we have to be residents of Avondale in order to register?

Yes, under this ordinance, the Domestic Partnership program is only available to City of Avondale residents.

Can anyone look up information, including address information, on who is registered?

Yes, all applications are public records and open for review.

What sort of legal rights and responsibilities will I get in relation to my partner?

The ordinance lists rights or benefits for registered partners in the City of Avondale, including a right to visitation of one's partner in a health care facility operating within the City, unless no visitors are allowed or the patient expresses a desire that visitation by the partner be restricted.

Because Avondale's Ordinance is a City law, it cannot address or create rights, privileges, or responsibilities that might be available to spouses or partners under state or federal law.

Registration is voluntary. The City of Avondale cannot provide any legal advice concerning domestic partnerships. Applicants may wish to consult with an attorney for such advice. Partners should consult an attorney and/or make arrangements for a number of important matters, including but not limited to: wills, medical matters, finances and powers of attorney, children and dependents, medical and health care employment benefits.

DOMESTIC PARTNERSHIP REGISTRATION

We the undersigned affirm we meet the requirements of Domestic Partnership which is defined as follows:

- Both individuals reside within the City of Avondale;
- Both individuals currently share a common residence;
- Both individuals are in a committed relationship and share responsibility for each other's common welfare;
- Neither of us are in a marriage expressly recognized by the State of Arizona or in any domestic partnership and/or civil union with another person;
- Neither individual is part of an existing domestic partnership or civil union with any third party;
- Each individual is competent to enter into a contract;
- Each individual is 18 years of age or older; and
- The individuals are not related to one another by blood closer than would bar marriage in the State.

Partner #1

Full Legal Name
Date of Birth
Phone #
Email Address

Partner #2

Full Legal Name
Date of Birth
Phone #
Email Address

Residential Information

Home Address		
City	State	Zip Code

DOMESTIC PARTNERSHIP REGISTRATION

Partner #1

Signature

Partner #2

Signature

NOTARIAL CERTIFICATE

State of Arizona, County of Maricopa

The following parties subscribed and sworn (or
affirmed) before me on _____.

(NOTARY SEAL)

☐ Partner 1

☐ Partner 2

Signature of Notary Public

NOTARIAL CERTIFICATE (IF NEEDED)

State of Arizona, County of Maricopa

The following parties subscribed and sworn (or
affirmed) before me on _____.

(NOTARY SEAL)

☐ Partner 1

☐ Partner 2

Signature of Notary Public



CERTIFICATE OF REGISTRATION OF DOMESTIC PARTNERSHIP

I, Marcella Sarmiento, the duly appointed and qualified City Clerk of the City of Avondale, Arizona do hereby certify that **XXXXXX** and **XXXXXX** declared and registered their commitment to each other under the provisions of Avondale Domestic Partnership Ordinance (Avondale City Code, Chapter 13, Section X).

In witness whereof, I have hereby set my hand and affixed the seal of the City of Avondale, Arizona this day of _____, 2026.

A handwritten signature in blue ink, appearing to read "Marcella Sarmiento".

Marcella Sarmiento
City Clerk
City of Avondale, Arizona



ITEM NUMBER: 5.a.

SUBJECT: Public Hearing and Resolution 1067-0926 - City of Avondale Municipal Operations Warehouse - Minor General Plan Amendment – Application PL-26-0263

MEETING DATE: 9/14/2026

TO: Mayor and Council

FROM: Jodie Novak, Development Services Department 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: **Economic Growth and Prosperity**

Avondale supports a thriving local economy by fostering and supporting business growth, job creation, and workforce development. The City advances economic development, attracts high-quality entertainment and full-service amenities, and promotes a variety of attainable housing opportunities that strengthen the City's vitality.

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Resolution 1067-0926, a minor General Plan amendment on approximately 9.03 acres located at the northeast corner of Lower Buckeye Road and 4th Street amending the General Plan 2030 Land Use designation from Industrial to Public/Civic for a proposed municipal operation warehouse 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 approximately 9.03-acre subject property (Exhibits A and B) is located at the northeast corner of Lower Buckeye Road and 4th Street. The site is located across the street from the City's Municipal Operations Service Center as well as the Fire Training Tower and Festival Fields.

The property was annexed into the city limits on October 7, 1958, and is currently zoned Urban Residential (R1-6). The purpose of this zoning district is to provide a variety of single-family detached residential dwelling types at an urban density.

The site is designated Industrial in the General Plan 2030 Land Use Map (Exhibit C). The Industrial land-use category is intended to provide employment opportunities of heavy manufacturing within enclosed or partially enclosed structures. This category is typically characterized by uses that may need special consideration and may include refining, assembly, fabrication of products, demolition, solar, or wholesaling. The areas designated for industrial uses have adequate transportation and activity access with an emphasis on minimal conflict with

existing adjacent land uses.

The existing uses and zoning of surrounding properties include:

North: Small lot single family detached subdivision; zoned Manufactured Home Park (MH).

South: Municipal Operations Service Center and City Fire Training Tower; zoned Agriculture (AG).

East: Vacant, property owned by the Maricopa County Flood Control District; zoned Urban Residential (R1-6).

West: Small to medium lot sizes within single family detached subdivision; zoned Urban Residential (R1-6).

SUMMARY OF REQUEST:

The applicant is requesting approval of a minor General Plan amendment (GPA) to the General Plan 2030 Land Use Map to allow for the development of a City of Avondale owned municipal operations warehouse and outdoor storage area (Exhibit D).

The requested minor GPA will change the subject property's General Plan land use designation from Industrial to Public/Civic.

The Public/Civic land-use category provides for a variety of civic, public, and quasi-public facilities for the health, safety, and welfare of the residents. Types of uses found in this category include city government facilities, police and fire stations, community centers, libraries, water and wastewater treatment facilities, well sites, substations, and other public facilities.

PUBLIC PARTICIPATION:

A neighborhood meeting to discuss the proposal with neighboring property owners and other interested parties was held on June 30, 2026. In addition to City Staff and the applicant's team, two (2) citizens attended the in-person neighborhood meeting. Questions and discussion focused on potential impacts from the warehouse use to neighboring single-family including any added traffic. The applicant responded that traffic would be minimal, traffic would be during normal business hours and related solely to City operations, and that landscape buffers would be utilized for screening. An overview of the discussion topics is outlined in the Neighborhood Meeting Summary, attached as Exhibit E.

PLANNING COMMISSION ACTION:

On August 19, 2026, the Planning Commission held a public hearing regarding the minor General Plan amendment (PL-25-0263) and PAD Rezone (PL-25-0264) requests. During the discussion, the Commission inquired about the potential for off-site lighting spillover to the adjacent neighborhood and the reduced landscape buffer on the north side of the subject site. Staff clarified that the limited municipal nature of the warehouse meant that a reduced landscape buffer was justified. Also, the property is required to meet the zoning ordinance restriction on off-site lighting and cannot cast light directly onto an adjacent property.

After discussion, the Planning Commission passed a motion (4-0 vote) to recommend approval of the minor General Plan amendment to the City Council.

ANALYSIS:

The City Council must determine that the proposed amendment meets four (4) findings prior to recommending approval. **Staff's analysis** of each required finding is presented below:

1. The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use or change proposed in the amendment.

This amendment will facilitate the limited public uses allowed within the associated Planned Area Development (PAD) rezone. The amendment to Public/Civic land use designation will further facilitate development that brings the proposed municipal use into alignment with the General Plan 2030.

2. The amendment constitutes an overall improvement in the 2030 Plan and is not solely for the good or benefit of a particular landowner or owners.

This minor GPA improves the General Plan by expanding the existing Public/Civic land use in order to provide a needed City operations building for traffic-related services. The reduction in overall intensity compared to an Industrial land use designation is more compatible with the existing residential land uses adjacent to the site.

3. The amendment will not adversely impact the community as a whole and/or a portion of the community by: (1) significantly altering acceptable land use patterns; (2) requiring large and more expensive public infrastructure improvements including, but not limited to roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change, or (3) adversely impacting the existing land use.

The amendment does not significantly alter acceptable land use patterns, but rather, advances the General Plan's land use goal related to adequate land use transitions and expands the City's capacity to provide needed support services to City operations. This amendment will not require larger and more expensive public infrastructure improvements. Expected trip generation and overall activity from this development is lower than comparable industrial developments.

4. The amendment is consistent with the overall intent of the General Plan 2030 and other adopted plans, codes, and ordinances.

The proposed amendment furthers several goals of the General Plan 2030, including but not limited to:

Land Use Element Goal #3, Policy D: "Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity."

Public Buildings, Services, and Facilities Element Goal #1, Policy C: "Implement strategies to upgrade public safety services and facilities and to improve service deficiencies in existing areas."

DISCUSSION:

Staff recommend approval of the request for the following reasons:

- The proposed minor General Plan amendment meets the required findings for a minor General Plan amendment per the Avondale General Plan 2030.
- The amendment supports orderly growth and development by promoting efficient land use patterns and infrastructure investment.
- The amendment furthers the City's Public Facilities goals by creating opportunities to expand needed support services.
- Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

The City Council will conduct a public hearing and adopt a Resolution, approving Application PL-25-0263, a minor General Plan amendment on approximately 9.03 acres located at the northeast corner of Lower Buckeye Road and 4th Street amending the General Plan 2030 Land Use designation from Industrial to Public/Civic for a proposed municipal operation warehouse and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Joshua Orton, AICP, Principal Planner



Aerial Map



Subject Property



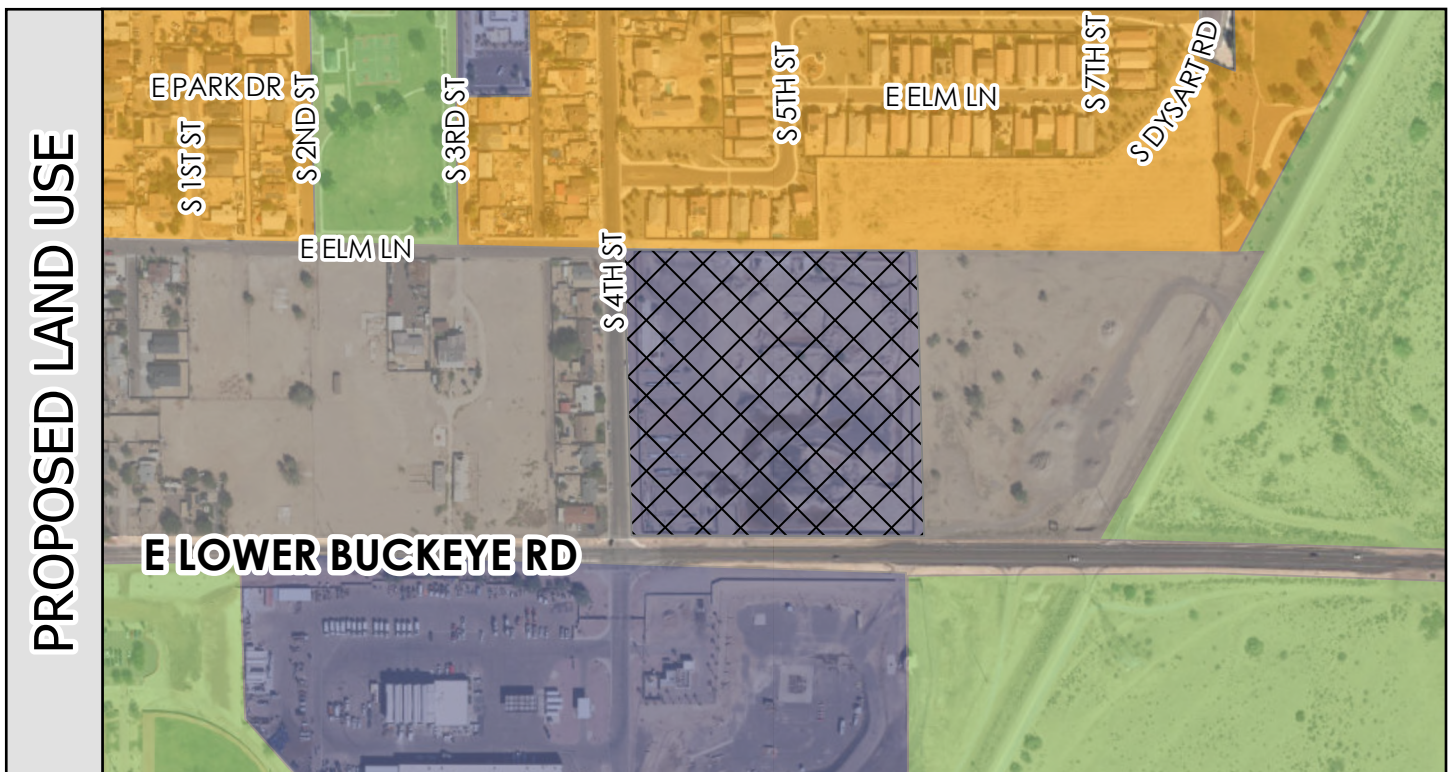
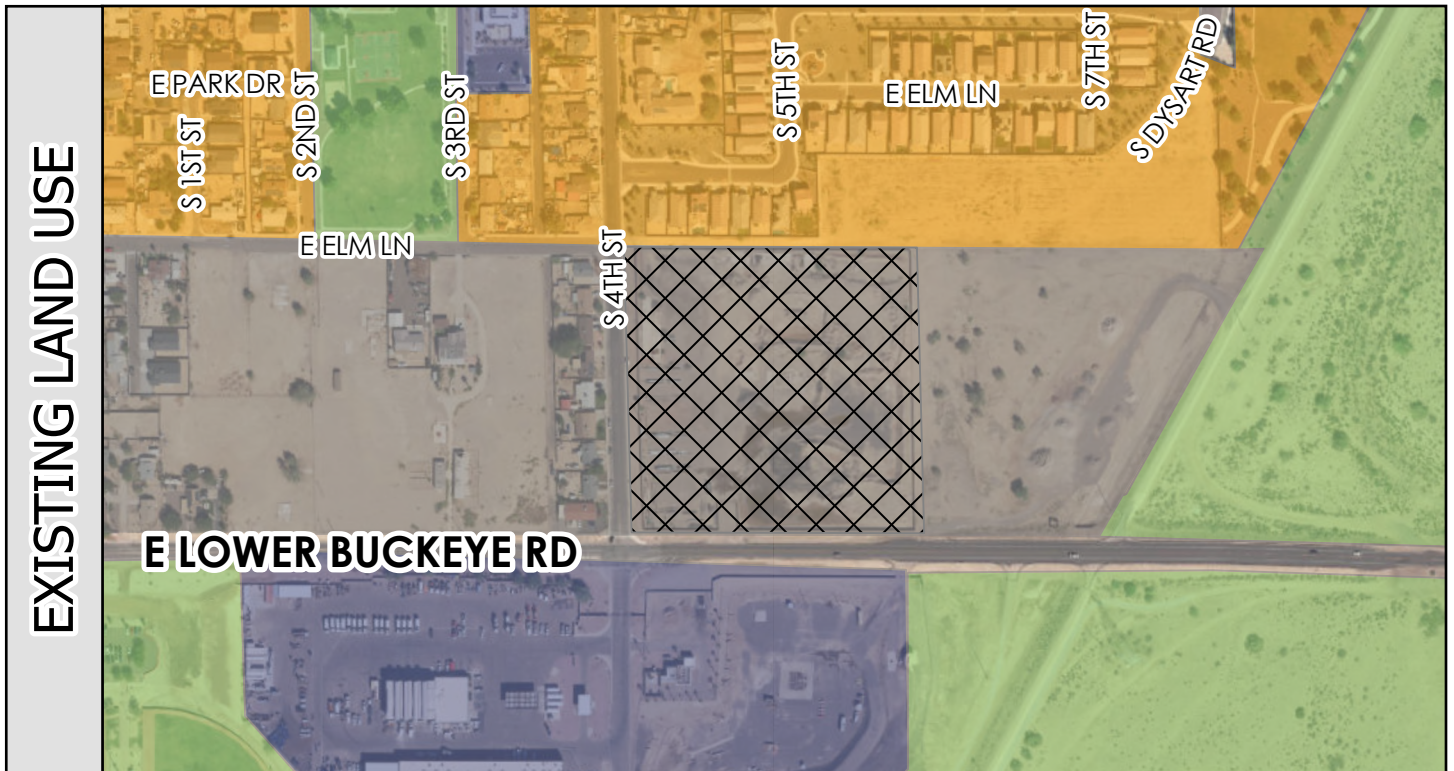


Zoning Vicinity



Subject Property





General Plan Land Use



-  Industrial
-  Medium Density Residential
-  Open Space and Parks
-  Public/Civic



Subject Property



Exhibit D

Avondale Municipal Warehouse

General Plan Amendment Narrative

1211 South 4th Street, Avondale, Arizona 85323

September 15, 2025

A. Basic Overview of the Proposal

The City of Avondale is proposing a 20,500 +/- SF municipal warehouse on an approximately 9-acre site at the northeast corner of Lower Buckeye Road and 4th Street. The building will support operational and storage needs for multiple City departments, with Traffic Engineering as the primary user. Other departments include Facilities Management, Parks and Recreation, Neighborhood and Family Services, and the Police Department. The facility is expected to be limited to City employee use, and site access will occasionally be required for contractors and deliveries. As a result, we propose changing the General Plan 2030 (GP2030) land use designation from Industrial to Public/Civic.

The building will be a pre-engineered metal building (PEMB) with a CMU wainscot. The layout supports future expansion and separates the secure yard from public-facing areas. This submittal represents the current concept based on completed programming and feedback from user groups.

The secured yard will include laydown space for Traffic Engineering materials, such as light poles, traffic signals, and signal cabinets. Light poles and signal poles are expected to be stored in custom racks. The remaining materials are expected to be stored in pallet racking or designated paved areas. The secured yard will also include a contractor pick-up area, where materials for a specific job are bundled in a designated area.

B. Extent to which the proposal contributes to achieving the (i) job-to-population ratio, (ii) square foot per capita ratio, and (iii) multi-family housing ratio identified within the GP2030

- The City's targeted job-to-population ratio is 0.50 jobs for every resident. The current job-to-population ratio of 0.28 indicates that there is a strong untapped workforce available within Avondale. The proposed municipal warehouse is expected to have a neutral-to-modestly positive effect on the jobs-to-population ratio, a positive effect on the square-foot-per-capita ratio, and no direct effect on the multi-family housing ratio within GP2030. Specifically, the project primarily relocates and right-sizes existing City operations.
- The project brings the Traffic Engineering Department, with up to 15 employees on site and ancillary functions from Facilities Management, Parks & Recreation, Neighborhood & Family Services, and the Police Department into a purpose-built

- facility. As such, it retains existing municipal jobs locally and improves operational efficiency rather than adding new resident population, thereby maintaining or slightly improving the jobs-to-population balance.
- By constructing approximately 20,500 square feet of new municipal shop/warehouse/office space on the 9-acre site, the proposal adds non-residential civic floor area and therefore increases the community's non-residential square feet per capita, advancing that GP2030 metric. Because the project does not include dwelling units and does not convert any property to residential use, it does not alter the city's multi-family housing ratio; its contribution on that measure is neutral.

C. Impact on City services and facilities, including, but not limited to, police & fire

- **Police:** The proposed municipal warehouse is expected to have limited demand and positive operational benefits for City services. The building includes a dedicated Police Department area for a tactical vehicle (with shore power to maintain readiness) and secure, high-value impounded vehicle storage for six vehicles; no police staff are housed on site. Because the facility is not open to the public and access is limited to City employees (with contractors/deliveries as needed), routine police service calls are anticipated to be low, while the on-site, enclosed evidence/vehicle storage improves chain-of-custody protection and reduces exposure to weather, supporting existing police operations.
- **Fire:** There are four existing fire hydrants near the project site on the public roadways, but due to the storage nature of the site, additional hydrants may be requested/required around the building to meet proper fire hydrant spacing. The new fire department connection (FDC) will be coordinated with the building design to be within 100 feet of a hydrant. Fire access will be from the surrounding roads adjacent to the site.
- There is an existing 16" water main in Lower Buckeye Road, and a 8" water main in 4th Street. Domestic water services will tap the nearest adjacent main on 4th Street, but the site's fire line may need to tap off Lower Buckeye Road, depending on the specific fire flow requirements to be developed during further design.
- The single-story, pre-engineered metal building (CMU to 10' with metal panels above), ground-mounted HVAC, and minimal roof penetrations simplify fire access and rooftop operations. Flood safety and drainage considerations further reduce service risk: the building is sited outside the Zone AH area, with on-site retention for the 100-year, 2-hour storm (about 59,534 cubic feet draining within 36 hours via approximately five drywells), limiting localized flooding potential that could otherwise affect emergency response.
- **Other City services:** Approximately 15 City employees will work at the facility (not counting ancillary staff/contractors), yielding a modest occupancy and low trip generation typical of municipal operations. Water/sewer connections are available in 4th Street (preferred) and Lower Buckeye Road, with depths likely

sufficient for gravity sewer; APS power is available in both streets, and overhead lines are anticipated to be placed underground as part of the project; telecom (Cox and Lumen) and a 2" gas main exist in 4th Street. Collectively, the constrained public access, centralized loading and storage, enhanced emergency egress, and code-compliant utilities and drainage design minimize incremental service burden while strengthening police and fire operational readiness at this location.

D. Extent to which the goals of this GP2030 are accomplished.

The project supports Land Use Goal 1 by strengthening community health and safety through reliable City operations (Traffic Engineering shops for signals, street lighting, and signs, plus a Traffic Operations Center), Goal 3 by adding a civic/employment use that balances nearby residential areas, and Goal 4 by delivering a durable, energy-efficient public facility CMU to 10' with metal panels above, a standing-seam roof, ground-mounted HVAC, and designed to the City-adopted IECC. This meets long-term social and economic needs, while it indirectly supports Goal 8 by improving system reliability for pedestrians and cyclists via enhanced signal operations. It contributes to the implementation of Economic Vitality Goal 8 and Cost of Development Goal 2 through targeted investment in a right-sized public facility that preserves and enhances the level of service for residents and businesses.

It directly fulfills Community Mobility Goals 3–4 by consolidating Traffic Engineering functions (three specialized shops, shared bulk-storage warehouse, contractor pick-up area, and organized laydown with custom pole racks) to improve safety, efficiency, congestion mitigation, and system integration. The project also advances the Community Facilities Public Buildings Goals 1 and 5 by consolidating operational functions, Traffic Engineering as primary, with Facilities Management, Parks & Recreation, Neighborhood & Family Services, and Police in ancillary roles into a fiscally responsible, low-maintenance building and a secured/screened yard. Limited, incidental industrial activities are purpose-built to support municipal services and exclude public-facing or heavy manufacturing uses. Finally, by siting and programming the facility to enhance operational readiness (including secure high-value vehicle storage for Police), the project aligns with Community Facilities - Safety Goal 2, improving day-to-day resilience and emergency response capability.

p 623.935.2258 | 15150 W Park Place, Suite 317
f 623.935.2361 | Goodyear, AZ 85395

dibblecorp.com

Avondale Warehouse Rezoning and General Plan Amendment

Neighborhood Meeting Summary

Project: Avondale Warehouse Rezoning and General Plan Amendment

Meeting Type: Neighborhood/Public Meeting

Date: June 30, 2026

Time: 6:00 PM

Location: City of Avondale Mountain View Community Center

Meeting Overview

A neighborhood meeting was held to provide information regarding the proposed City of Avondale Warehouse Rezoning and General Plan Amendment project and to receive feedback from nearby residents. Attendees were given an opportunity to ask questions and express concerns regarding the proposed development.

Discussion Summary

The meeting started with The City of Avondale Project Manager providing a brief overview of the project, and its goals (both the rezoning and general plan amendment, as well as the Warehouse project itself even though it is on hold currently).

Adjacent Residential Zoning

A question was raised regarding whether the residential zoning of adjacent properties would change as part of the project. It was clarified that the zoning of neighboring residential properties would remain unchanged.

Project Timeline

Attendees asked about the anticipated timeline for development. The project team indicated that development is expected to occur within approximately 3 to 5 years, subject to approvals and future implementation.

Staffing

A question was asked regarding employment associated with the facility. The project team stated that the site is anticipated to have approximately 10 full-time staff members.

Shade Structure, Building Height, and Views

Residents expressed concern regarding the proposed northern shade structure and its potential impact on mountain views. Discussion included:

- Heavy-duty vehicles stored on-site could be approximately 14 feet in height.
- The property is proposed to be enclosed by an 8-foot perimeter fence.
- A request was made to consider relocating the taller canopy/shade structure to help reduce impacts on views from neighboring properties.

Site Lighting

Questions were raised regarding site security lighting. The project team responded that security lighting would be designed to be as minimal as practicable while still meeting operational and safety requirements.

Land Use Compatibility

The project team noted that the proposed use is considered a compatible neighboring use due to the relatively low-profile nature of government storage operations and limited visual impacts when compared to other industrial developments.

Future Use of the Property

Attendees asked whether the property could be sold in the future for a different use. The project team explained that the approvals being sought are specific to the proposed government storage use. If another user, such as a private warehouse operator (e.g., Amazon), wished to develop the site under a different use, additional entitlement approvals and a new public review process would likely be required.

Future Project Updates

Residents inquired about how they could stay informed as the project moves forward. The City acknowledged the importance of improving communication and recommended:

- Monitoring the City's project website for updates.
- Contacting James Milanese with questions regarding project status and future public hearings.

Key Resident Concerns

- Potential obstruction of mountain views due to the northern canopy/shade structure.
- Height of heavy-duty vehicles and perimeter fencing.
- Extent of security lighting.
- Ongoing communication and notification regarding project progress.

Closing

The meeting concluded after addressing attendees' questions and documenting resident feedback for consideration as the project continues through the entitlement process.

RESOLUTION NO. 1067-0926

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN REGARDING THE LAND-USE DESIGNATION OF APPROXIMATELY $\pm$ 9.023 ACRES LOCATED AT 1221 SOUTH 4TH STREET, AVONDALE, ARIZONA AS SHOWN IN APPLICATION PL-25-0263 FROM INDUSTRIAL TO PUBLIC/CIVIC.

WHEREAS, the City of Avondale General Plan (the “General Plan”) was adopted by the Mayor and Council of the City of Avondale (the “City Council”) on April 2, 2012, and ratified by the qualified electors of the City of Avondale on August 28, 2012; and

WHEREAS, the General Plan was readopted by the City Council on May 2, 2022, and ratified by the qualified electors of the City of Avondale on August 2, 2022; and

WHEREAS, the City Council desires to amend the General Plan to change the land-use designation for approximately $\pm$ 9.023 acres located at 1221 South 4th Street, from Industrial to Public/Civic, as shown in Application PL-25-0263 (the “General Plan Amendment”); and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City of Avondale (the “City”) has consulted with, advised, and provided the opportunity for public comment on the General Plan Amendment; and

WHEREAS, all due and proper notices of the public hearings on the General Plan Amendment held before the City of Avondale Planning Commission (the “Commission”) and the City Council were given in the time, form and substance required by ARIZ. REV. STAT. § 9-461.06; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the Commission held a public hearing on the proposed General Plan Amendment on August 19, 2026, after which the Commission recommended approval; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City Council held a public hearing on the proposed General Plan Amendment on September 14, 2026.

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

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

SECTION 2. The General Plan is hereby amended to change the land-use designation for approximately $\pm$ 9.023 acres located at 1221 South 4th Street, as shown in Application PL-25-0263, as described and depicted on Exhibit A, attached hereto and incorporated herein by reference, from Industrial to Public/Civic.

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, September 14, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1067-0926

[General Plan Amendment Legal Description and Maps]

See following page.

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
AVONDALE WAREHOUSE

A PARCEL OF LAND AS DESCRIBED IN DOCKET 2444, PAGE 486, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING SITUATED IN A PART OF THE SOUTHEAST 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 SOUTHEAST CORNER OF SAID SECTION 15, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 15, BEARS NORTH 01 DEGREES 25 MINUTES 32 SECONDS WEST, A DISTANCE OF 2641.31 FEET;

THENCE UPON AND WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, NORTH 89 DEGREES 44 MINUTES 01 SECONDS WEST, A DISTANCE OF 661.31 FEET;

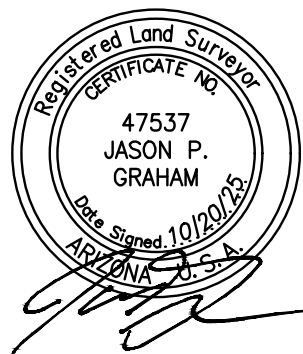
THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 15 MINUTES 59 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTH RIGHT OF WAY LINE OF LOWER BUCKEYE ROAD, ALSO BEING THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID NORTH RIGHT OF WAY LINE, NORTH 89 DEGREES 44 MINUTES 01 SECONDS WEST, A DISTANCE OF 635.03 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 4TH STREET;

THENCE UPON AND WITH SAID EAST RIGHT OF WAY LINE, NORTH 01 DEGREES 24 MINUTES 10 SECONDS WEST, A DISTANCE OF 619.21 FEET;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89 DEGREES 44 MINUTES 08 SECONDS EAST, A DISTANCE OF 634.91 FEET;

THENCE SOUTH 01 DEGREES 24 MINUTES 52 SECONDS EAST, A DISTANCE OF 619.24 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE OF LOWER BUCKEYE AND CONTAINING A COMPUTED AREA OF 393,022 SQUARE FEET OR 9.023 ACRES OF LAND, MORE OR LESS.



LEGEND

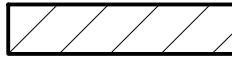


COA

CITY OF AVONDALE

MCHD

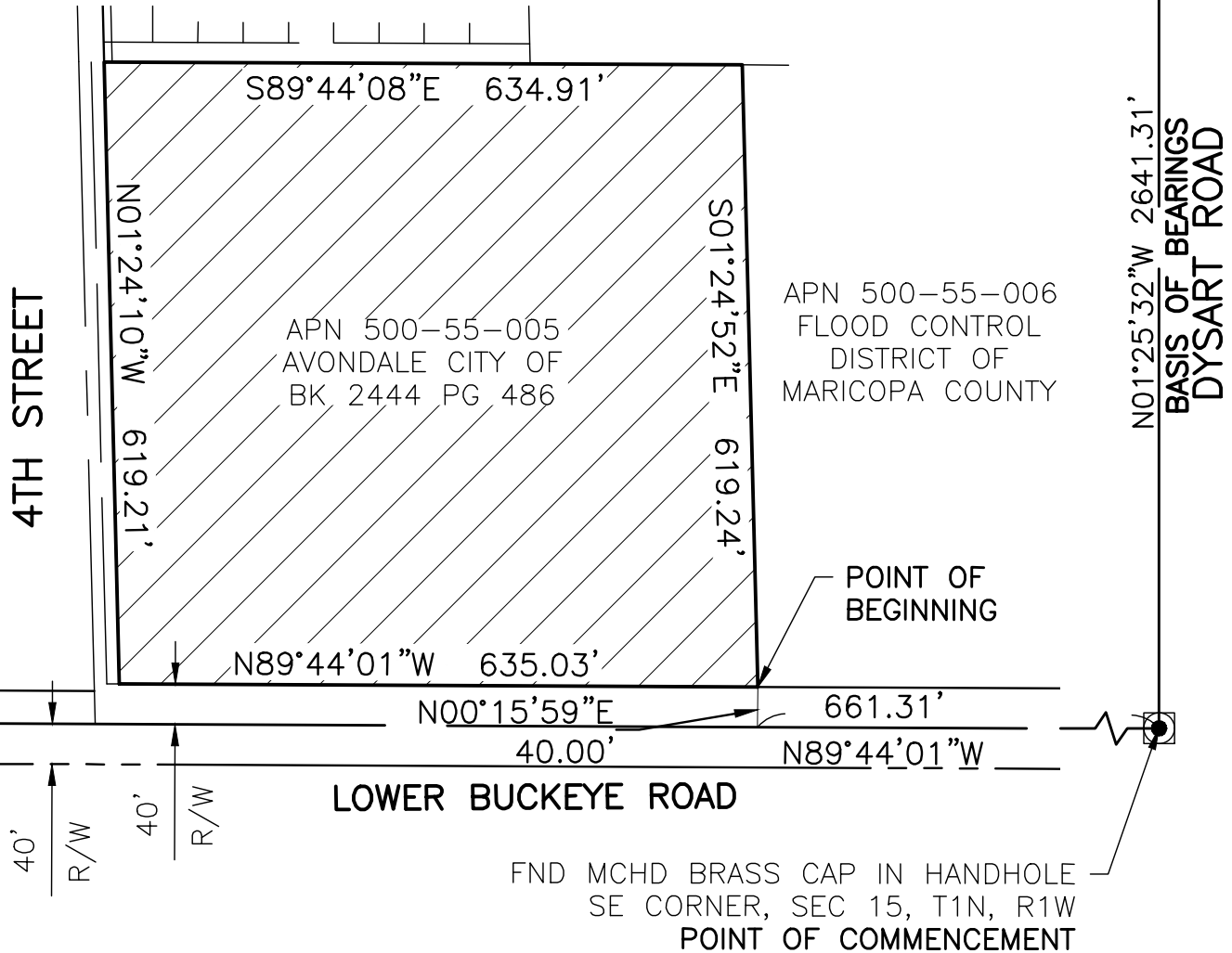
MARICOPA COUNTY HIGHWAY DEPT



SUBJECT AREA

PARCEL AREA:
393,022 SF OR
9.023 ACRES

FND COA BRASS CAP IN HANDHOLE
E ¼ CORNER, SEC 15, T1N, R1W



THIS IS NOT A PROPERTY BOUNDARY SURVEY.

DIBBLE

DIBBLE PROJECT NO.
1425013

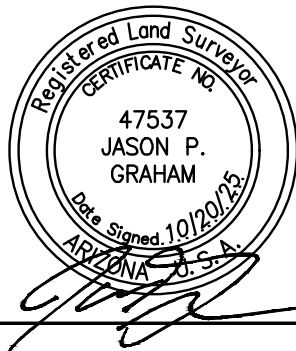


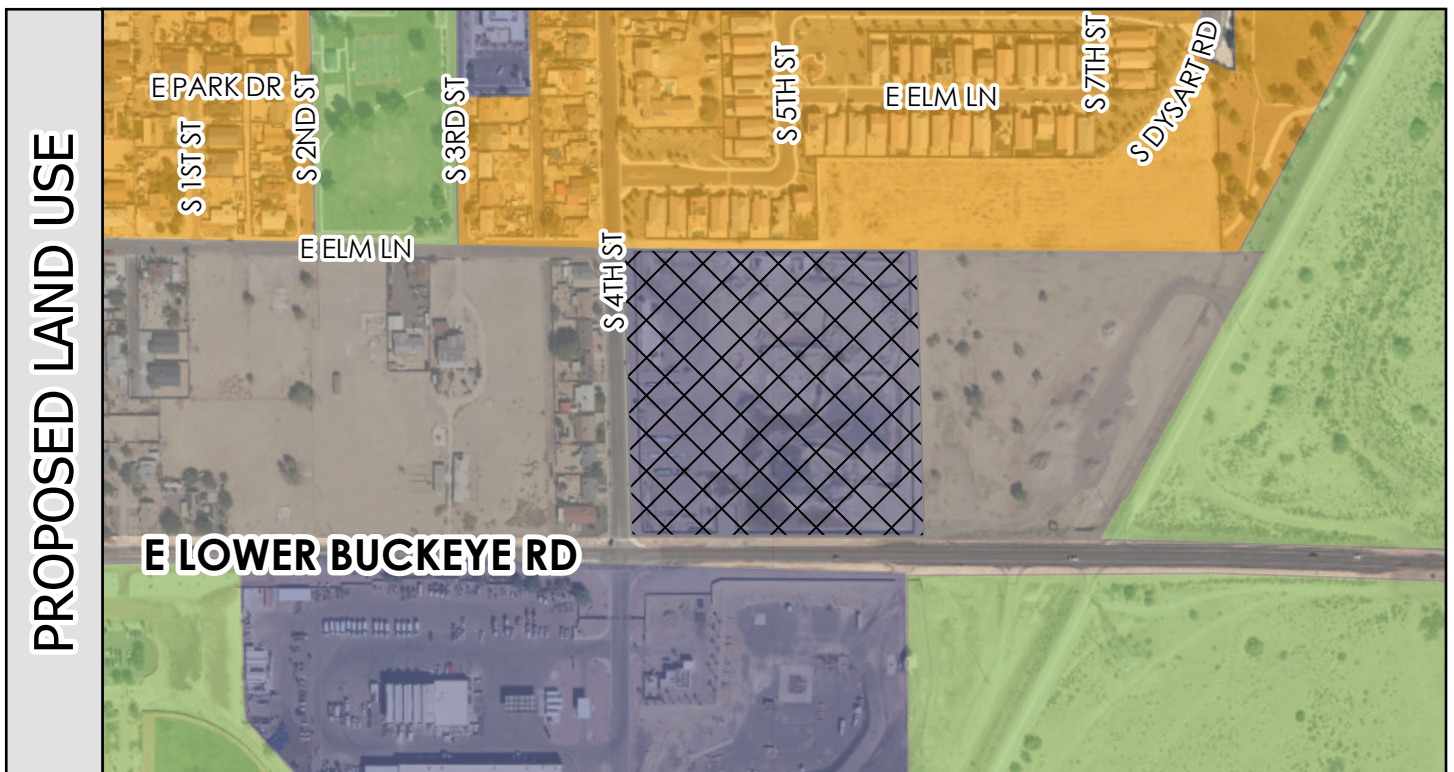
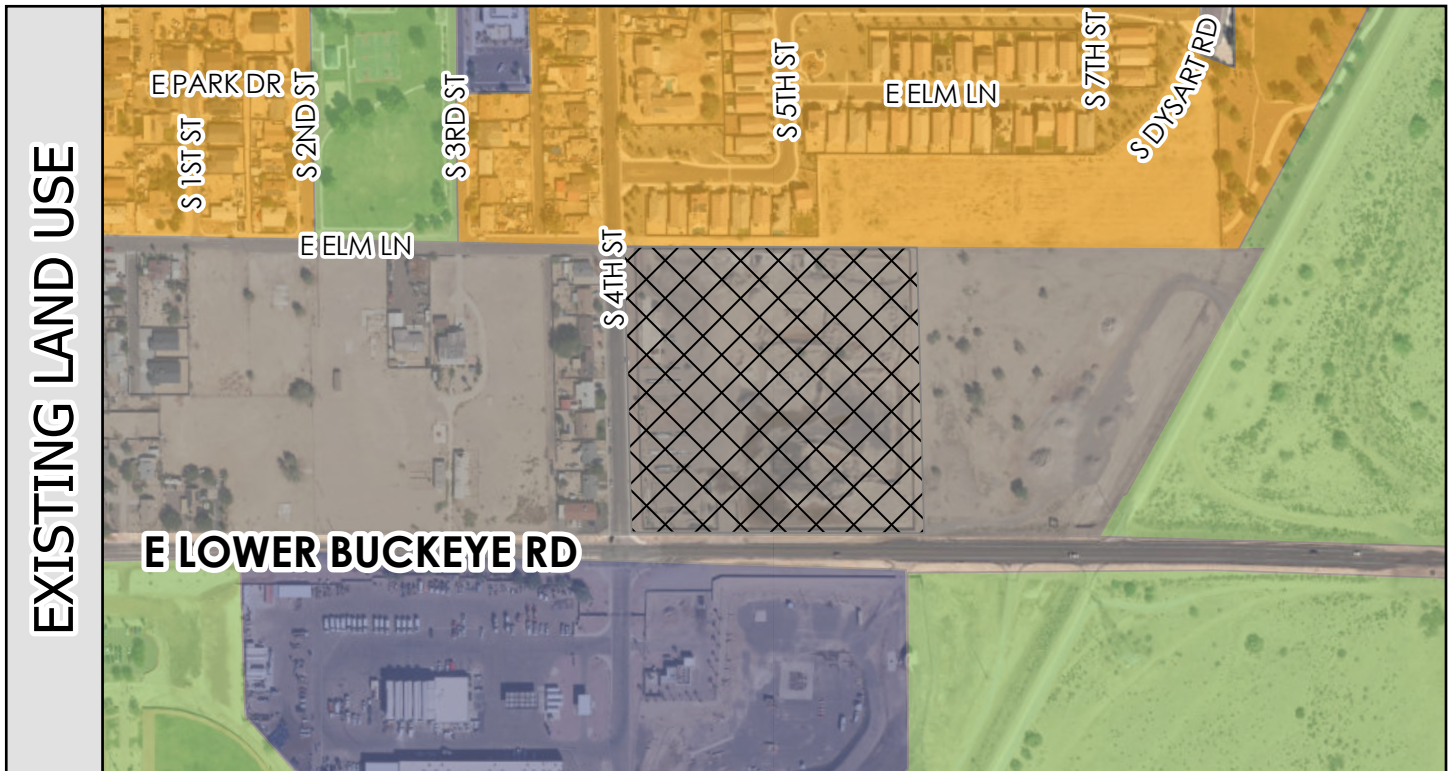
EXHIBIT "A"
AVONDALE WAREHOUSE

A PART OF SECTION 15,
T1N, R1W, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: OCT 2025

DRN: AML CHK: JPG

PAGE 2



General Plan Land Use



-  Industrial
-  Medium Density Residential
-  Open Space and Parks
-  Public/Civic



Subject Property



ITEM NUMBER: 5.b.

SUBJECT: Public Hearing and Ordinance 2040-0926 - City of Avondale Municipal Operations Warehouse – Rezone – Application PL-25-0264

MEETING DATE: 9/14/2026

TO: Mayor and Council

FROM: Jodie Novak, Director of Development Services

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

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

STRATEGIC PLAN:

STRATEGIC OUTCOME: Economic Growth and Prosperity.

- STRATEGY: Plan and invest in infrastructure that supports sustainable development, including State Route 30 development opportunities and the build-out of south Avondale.
-

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Ordinance 2040-0926, approving a rezone on approximately 9.03 acres from Urban Residential (R1-6) to Planned Area Development (PAD), located at the northeast corner of Lower Buckeye Road and 4th Street for a proposed municipal operation warehouse 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 9.03 acre subject property (Exhibits A and B) is located at the northeast corner of Lower Buckeye Road and 4th Street and is identified as Assessor Parcel Number 500-55-005. The site was annexed into the City of Avondale on October 7, 1958. The site is currently zoned Urban Residential (R1-6) and is being utilized as a temporary storage area for city traffic operations.

The subject property is located near existing municipal operations facilities and public parks, and is designated as Industrial on the General Plan 2030 Land Use Map (Exhibit C). There is a separate application for a minor General Plan amendment (GPA) to redesignate the site from Industrial to Public/Civic. Approval of the minor GPA request is required before the rezoning may be approved, which is scheduled for the same Planning Commission and City Council meetings.

The existing uses and zoning of surrounding properties include:

North: Small lot single family detached subdivision; zoned Manufactured Home Park (MH).

South: Municipal Operations Service Center and City Fire Training Tower; zoned Agriculture (AG).

East: Vacant, property owned by the Maricopa County Flood Control District; zoned Urban Residential (R1-6).

West: Small to medium lot single family detached subdivision; Urban Residential (R1-6).

SUMMARY OF REQUEST:

The applicant is requesting to rezone the approximately 9.03 net acre subject property to facilitate the construction of an approximately 21,000 square foot City operations warehouse and associated outdoor storage as shown in the conceptual site plan (Exhibit E). Development standards subject to modification through this request include, but are not limited to, reduced building and landscape setbacks and reduced land use buffer widths.

The requested Planned Area Development (PAD) rezoning will bring the City-owned property into conformance with the intended uses. The PAD zoning district allows the City to create a zoning classification that accommodates a public use. The PAD district is also utilized to create flexible development standards in order to allow for specific City facilities to be developed and mitigate potential off-site impacts that might occur.

The proposed municipal warehouse building is planned to be positioned and limited in height to reduce impacts to existing scenic views. The PAD's underlying Commerce Park (CP) zoning will still govern the use of the property unless modified by the development plan discussed below.

The following modifications are requested from the CP development standards as part of the PAD rezone:

- Reduce the required fifty (50) foot building setback from a residential zoning district or use to forty-five (45) feet.
- Reduce the thirty-five (35) foot land use buffer from single-family residential to ten (10) feet for the northern property line only.
- Remove parking lot landscaping requirements for the outdoor storage areas within the secured yard.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The rezoning request proposes municipal uses, so this provision related to residential uses does not apply.

PUBLIC PARTICIPATION:

A Neighborhood Meeting was held on June 30, 2026, to discuss the proposal with neighboring property owners and other interested parties. An overview of the discussion topics is outlined in the Neighborhood Meeting Summary, attached as Exhibit F. There were two (2) citizens in attendance in addition to City staff. Questions and discussion focused on potential impacts from the warehouse use to neighboring single-family including any added traffic. The applicant responded that the traffic would be minimal, traffic would be during normal business hours and related solely to City operations, and that landscape buffers would be utilized for screening.

All required notifications for Planning Commission and City Council public hearings were completed in accordance with notification requirements. As of the writing of this staff report, no public comment on the City's Avondale Connect digital forum has been received.

PLANNING COMMISSION ACTION:

On August 19, 2026, the Planning Commission held a public hearing regarding the minor General Plan amendment (PL-25-0263) and PAD Rezone (PL-25-0264) requests. During the discussion, the Commission inquired about the potential for off-site lighting spillover to the adjacent neighborhood and the reduced landscape buffer on the north side of the subject site. Staff clarified that the limited municipal nature of the warehouse meant that a reduced landscape buffer was justified. Also, the property is required to meet the zoning ordinance restriction on off-site lighting and cannot cast light directly onto an adjacent property.

After discussion, the Planning Commission passed a motion (4-0 vote) to recommend approval of the minor General Plan amendment to the City Council.

ANALYSIS:

Article 6, Section 28-113 of the Zoning Ordinance establishes five (5) findings that must be met to grant PAD zoning. Listed below are the five criteria and an analysis of each:

1. The proposed PAD is in conformance with the General Plan and applicable specific plan(s).

The proposed PAD is in conformance with the Public/Civic designation requested in the associated minor General Plan amendment (PL-25-0263). Development of municipal uses is important to efficient and effective service delivery throughout the city. The PAD furthers the goals of the General Plan, notably:

- Land Use Element Goal #3, Policy D: "Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity."
- Public Buildings, Services, and Facilities Element Goal #1, Policy C: "Implement strategies to upgrade public safety services and facilities and to improve service deficiencies in existing areas."

2. The proposed PAD meets the PAD requirements of the Zoning Ordinance, Subdivision Regulations, Design Manuals and other applicable regulations and requirements, unless otherwise modified by the PAD Narrative.

The City's Commerce Park (CP) zoning district is the underlying zoning district used as the basis for the PAD's development standards. Modifications to the allowed uses, building setbacks, and landscape standards are minimal and will allow effective use of the property while limiting the intensity of the site.

3. That adequate public infrastructure and services exist to serve the proposed development or all necessary public infrastructure and services to serve the proposed development will be completed in connection with development within the PAD.

The proposed development will produce limited traffic and utility demand. Adequate infrastructure exists or will be constructed as part of this development.

4. The proposed PAD will result in compatible land use relationships within the proposed development and with adjacent properties.

The nature of the municipal operations warehouse includes substantially less business activity than a traditional employment operation. Land use buffers and increased landscaping will be provided throughout the site.

5. The development standards of the proposed PAD are consistent with or exceed the desired character of the development area.

The proposed development standards are consistent with the adjacent municipal operations to the south. The project will construct appropriate land use buffers and screening in relationship to the adjacent single-family subdivision. Traffic will be limited to City staff and municipal operations during normal business hours unless emergency services are needed.

DISCUSSION:

Staff recommends approval of the Rezone request for the following reasons:

- The proposed Planned Area Development (PAD) meets the required five (5) findings per the Avondale Zoning Ordinance.
- The proposed PAD is in conformance with the proposed General Plan Land Use designation of Public/Civic.
- The proposed PAD rezone will result in compatible land use relationships. The proposed development serves the intent of the Avondale Zoning Ordinance to ensure compatibility between a municipal operations facility and the adjacent single-family neighborhoods.
- Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.
- The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

The City Council will conduct a public hearing and **ADOPT** an ordinance, approving application PL-25-0264, approving a rezone on approximately 9.03 acres from Urban Residential (R1-6) to Planned Area Development (PAD), located at the northeast corner of Lower Buckeye Road and 4th Street for a proposed municipal

operation warehouse, subject to the following two (2) conditions of approval:

1. Except as modified by these conditions, development shall be in conformance with the following items:
 - a. Planned Area Development (PAD) Narrative, date stamped June 2, 2026.
 - b. PAD Landscape Plan, date stamped June 2, 2026.
2. All development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standard deviation has been approved.

Contact person for document distribution: Joshua Orton, AICP, Principal Planner

ORDINANCE NO. 2040-0926

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY ± 9.023 ACRES LOCATED AT 1211 SOUTH 4TH STREET, AVONDALE, ARIZONA, AS SHOWN IN APPLICATION PL-25-0264, AND REZONING SUCH PROPERTY FROM R1-6 URBAN RESIDENTIAL TO PLANNED AREA DEVELOPMENT (PAD) WITH AN UNDERLYING ZONING DISTRICT OF COMMERCE PARK (CP).

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for ± 9.023 acres located at 12111 South 4th Street, Avondale, Arizona, as shown in application PL-25-0264, from R1-6 Urban Residential to Planned Area Development (PAD) with an underlying zoning district of Commerce Park (CP), (the “Zoning Atlas Amendment”); and

WHEREAS, all due and proper notices of the public hearings on the Zoning Atlas Amendment held by the City of Avondale Planning Commission (the “Commission”) and by the City Council were given in the time, form and substance provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on August 19, 2026, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing, the Commission recommended approval by a vote of 4-0; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on September 14, 2026; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance; and

WHEREAS, the City Council has considered the probable impact of the Zoning Atlas Amendment on the cost to construct housing for sale or rent and finds that the proposed Zoning Atlas Amendment will have no probable impact on the cost to construct housing for sale or rent.

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

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

SECTION 2. The Zoning Atlas Amendment is hereby approved, for $\pm$ 9.023 acres located at 1211 South 4th Street, Avondale, Arizona, as more particularly described on Exhibit A attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. Except as modified by these conditions, development shall be in conformance with the following items:

- a. Planned Area Development (PAD) Narrative, date stamped June 2, 2026.
- b. PAD Landscape Plan, date stamped June 2, 2026.

2. All development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standard deviation has been approved.

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

SECTION 4. The Mayor, the City Manager, the City Clerk 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.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
September 14, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2040-0926

[Legal Description and Map]

See following pages.

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
AVONDALE WAREHOUSE

A PARCEL OF LAND AS DESCRIBED IN DOCKET 2444, PAGE 486, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING SITUATED IN A PART OF THE SOUTHEAST 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 SOUTHEAST CORNER OF SAID SECTION 15, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 15, BEARS NORTH 01 DEGREES 25 MINUTES 32 SECONDS WEST, A DISTANCE OF 2641.31 FEET;

THENCE UPON AND WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, NORTH 89 DEGREES 44 MINUTES 01 SECONDS WEST, A DISTANCE OF 661.31 FEET;

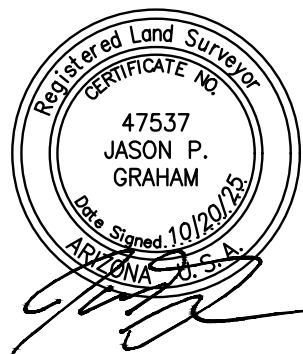
THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 15 MINUTES 59 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTH RIGHT OF WAY LINE OF LOWER BUCKEYE ROAD, ALSO BEING THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID NORTH RIGHT OF WAY LINE, NORTH 89 DEGREES 44 MINUTES 01 SECONDS WEST, A DISTANCE OF 635.03 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 4TH STREET;

THENCE UPON AND WITH SAID EAST RIGHT OF WAY LINE, NORTH 01 DEGREES 24 MINUTES 10 SECONDS WEST, A DISTANCE OF 619.21 FEET;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89 DEGREES 44 MINUTES 08 SECONDS EAST, A DISTANCE OF 634.91 FEET;

THENCE SOUTH 01 DEGREES 24 MINUTES 52 SECONDS EAST, A DISTANCE OF 619.24 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE OF LOWER BUCKEYE AND CONTAINING A COMPUTED AREA OF 393,022 SQUARE FEET OR 9.023 ACRES OF LAND, MORE OR LESS.



LEGEND

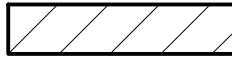


COA

CITY OF AVONDALE

MCHD

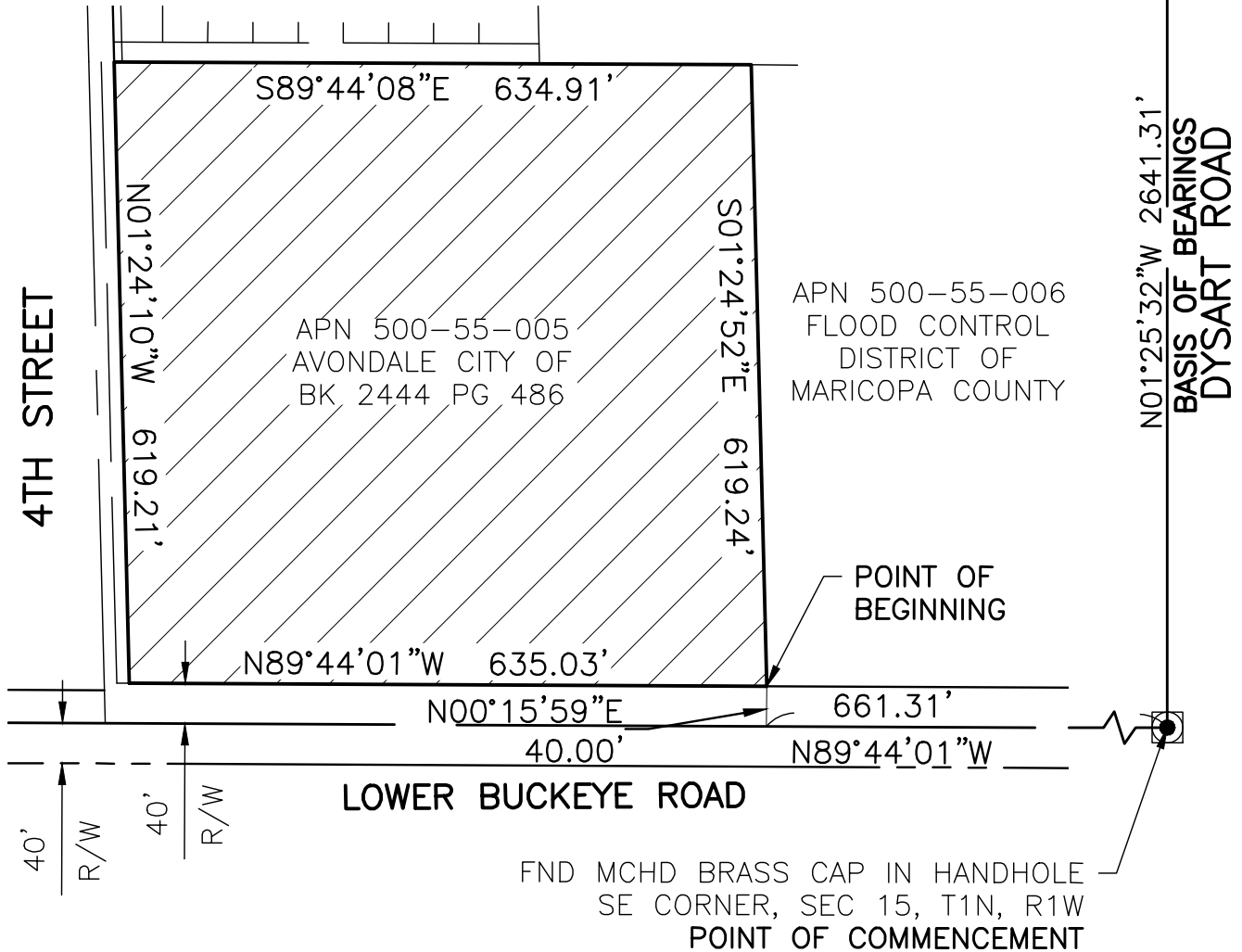
MARICOPA COUNTY HIGHWAY DEPT



SUBJECT AREA

PARCEL AREA:
393,022 SF OR
9.023 ACRES

FND COA BRASS CAP IN HANDHOLE
E ¼ CORNER, SEC 15, T1N, R1W



THIS IS NOT A PROPERTY BOUNDARY SURVEY.

DIBBLE

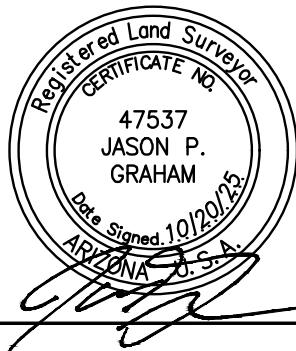


EXHIBIT "A"
AVONDALE WAREHOUSE

A PART OF SECTION 15,
T1N, R1W, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DIBBLE PROJECT NO.
1425013

DATE: OCT 2025

DRN: AML CHK: JPG

PAGE 2

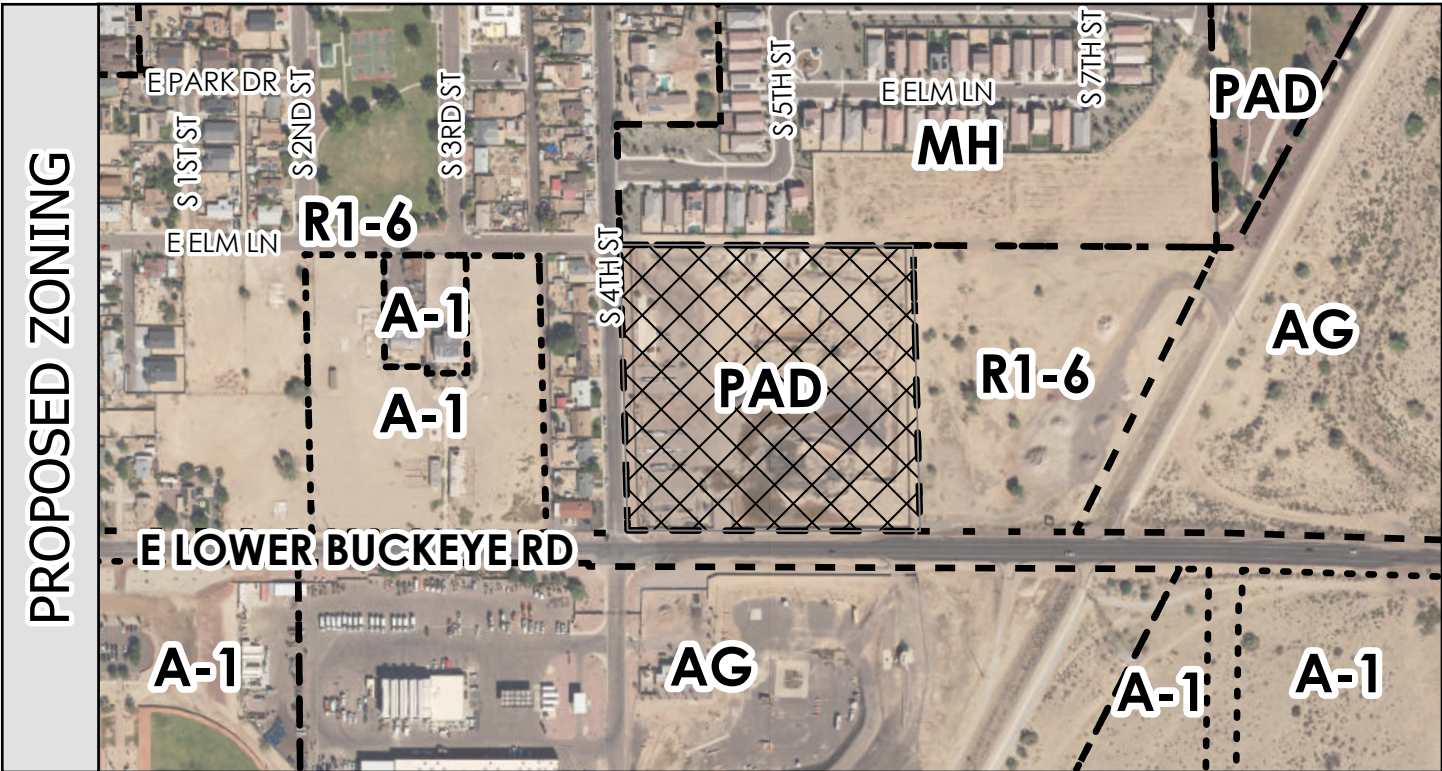
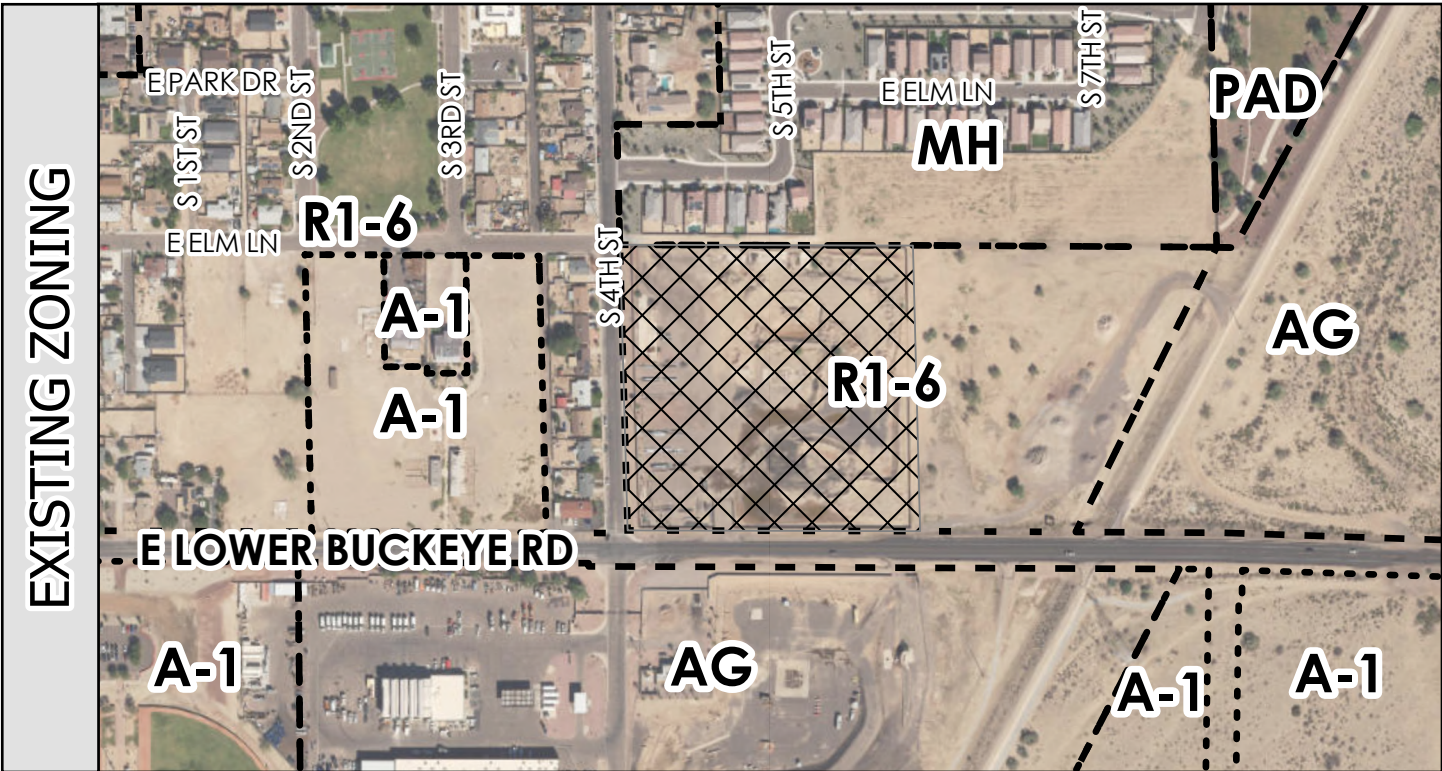


Aerial Map



Subject Property



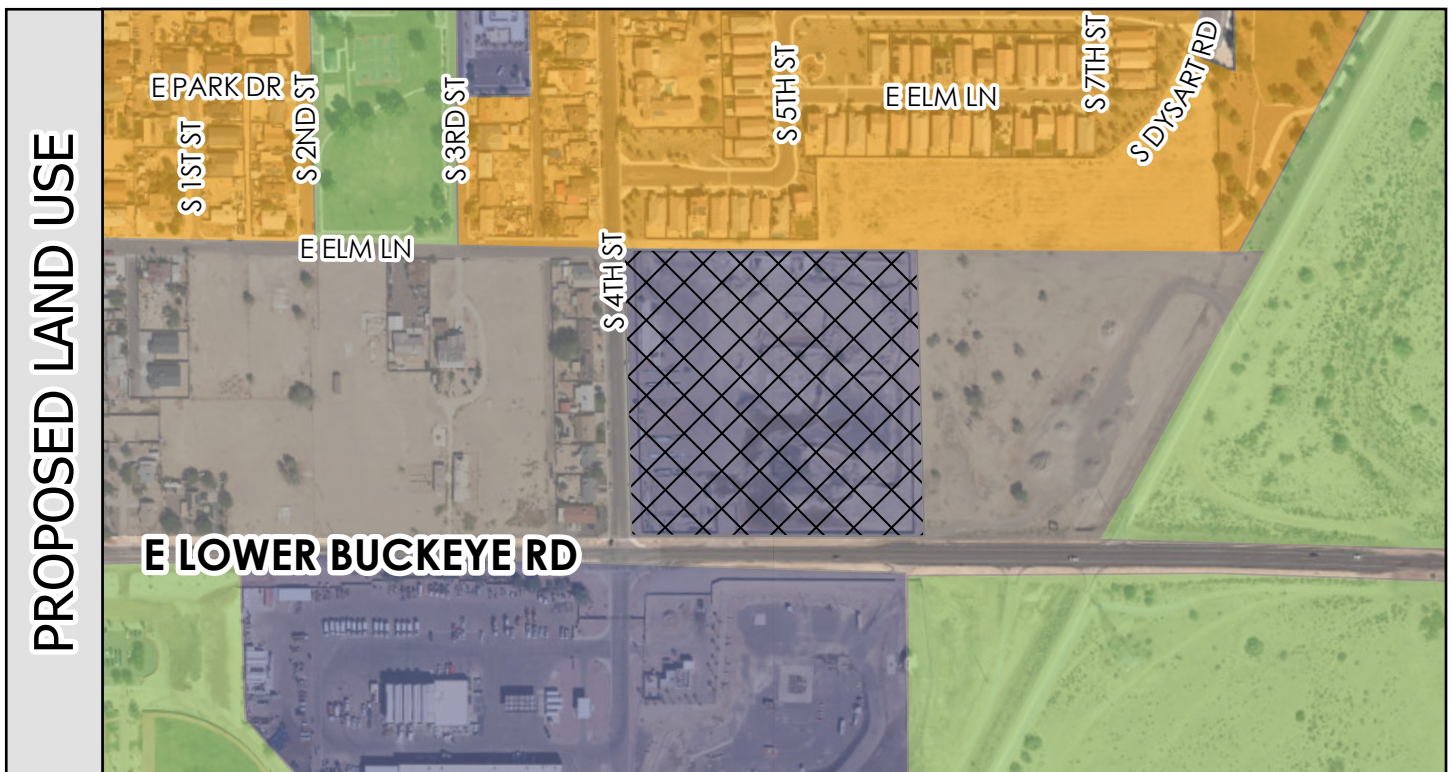
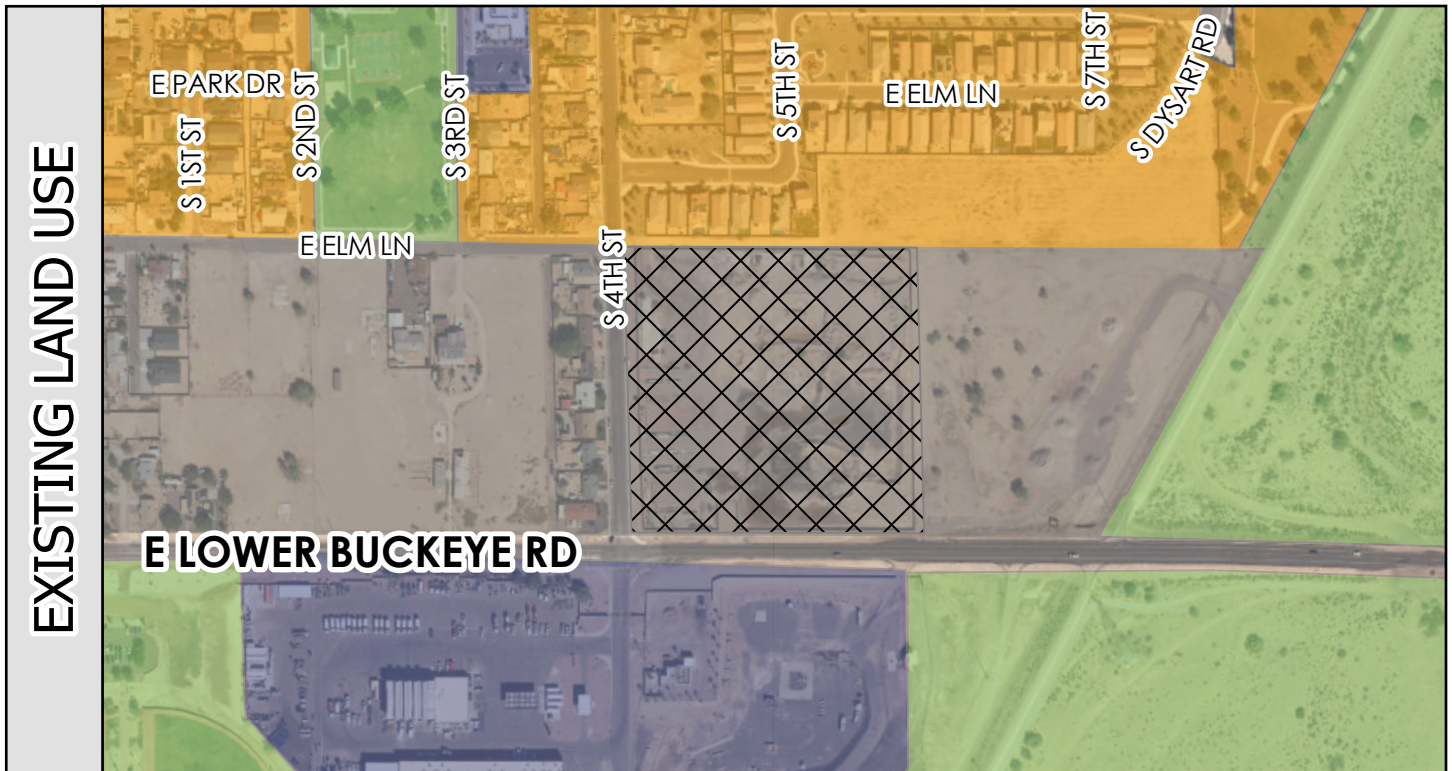


Zoning Vicinity



Subject Property





General Plan Land Use



-  Industrial
-  Medium Density Residential
-  Open Space and Parks
-  Public/Civic



Subject Property



Exhibit D

Avondale Municipal Warehouse

Rezoning Narrative

1211 South 4th Street, Avondale, Arizona 85323

September 15, 2025

A. Type of development and uses proposed by this zoning request.

The applicant requests rezoning from R1-6 to PAD to develop a municipal services facility on a ±9-acre site at the NEC of Lower Buckeye Rd and S 4th St, consisting of a ±20,500 SF, single-story pre-engineered metal building with CMU to 10'-0" and metal panels above and a secured, screened yard.

The primary use is a Traffic Engineering warehouse and shops with direct vehicle entry; ancillary uses include limited government office/support areas, a Facilities Management shop/warehouse, secured storage for Parks & Recreation and Neighborhood & Family Services, and enclosed high-value vehicle evidence storage for Police. Outdoor activities are limited to the organized laydown/storage of light and signal poles (in custom racks), signal cabinets, and palletized materials, plus a designated contractor pick-up area. Loading zones are provided at each shop and at the traffic operations warehouse. Overhead doors are sized per function (typ. 12'W x 14'H; up to 14'W x 16'H) with fast-acting openers; bollards protect all vehicle interfaces. Building systems include sealed concrete floors for light-duty equipment (drains are only located in the Facilities shop), ground-mounted HVAC, and a standing-seam metal roof (minimum 3:12 pitch) with limited penetrations.

As part of this rezoning, we are requesting a reduction to the 50-foot building setback to 45 feet and reduction of the 35-foot landscape buffer to 10 feet at the north property line adjacent to the residential district. Although the parcel to the north is zoned Manufactured Housing, it is developed with site-built residences; and therefore, the exception to the setback does not apply. Historical aerial photography revealed an area of the southern portion of the site that was previously used as a sand and gravel pit. This area was backfilled, but the geotechnical study revealed the fill material is not suitable to support the building. With the building located outside of the former sand and gravel pit, it extends approximately 30 feet into the required setback. The reduction to the landscape buffer is to provide a paved fire lane around the perimeter of the building in the area between the landscape buffer and the building. An 8'-0" tall masonry wall will also be provided to further screen the site from the residential district.

We are also requesting a reduction to the required landscape buffer at the northwest corner of the site. The amount of the required reduction varies from 8 +/- feet to 3 +/- feet. This area is also the combination of the right-of-way landscaping and landscape setback, which have denser plating requirements than the landscape buffer.

Additionally, we would like to request that the vehicle parking areas within the secure yard not be considered parking lots for landscaping requirements. The types of vehicles that will be parked in the yard are generally large vehicles and/or they tow trailers. Therefore, maneuvering clearance will be critical and landscaping within these areas would ideally be limited.

To offset these reductions we have provided landscaped areas in greater quantities than is required per article 12 of the zoning ordinance. Per the included landscaping plan, we have included a total area of 129,696 SF, which equates to 34% of the net site area (377,389 SF). This is 24% more than the 10% that is required by 28-294 (c) (1) (A).

The PAD zoning designation would allow only limited, incidental general industrial activities (light assembly/kitting/equipment preparation) in support of municipal operations; no heavy manufacturing or public-facing services are proposed. We have identified the underlying zoning district as CP – Commerce Park and identified the list of permitted uses in the Table 1 below. The project will meet the City's adopted IECC and is planned for future expansion consistent with the same municipal services character. Access is restricted to City staff, with occasional access granted to contractors and delivery personnel.

Table 1 - Permitted Uses

LAND USE	PAD
Government offices and facilities - federal, state, county and city.	P
Manufacturing and assembly, light	P
Outdoor storage associated with an on-site primary use, excluding vehicles	PC
Vehicle storage facility, excluding dead vehicle storage	P
Warehousing	P

Outdoor storage conditions:

1. Storage areas must be fully screened.
2. Screen walls must be constructed of concrete and/or masonry block with exterior finishes to match the primary building.
3. Storage area gates must be opaque.
4. Stored materials shall not exceed the height of the lowest adjacent wall.

B. General Plan & Specific Plans Consistency Statement

- The proposed PAD zoning designation for the project is consistent with the Avondale General Plan 2030 as follows:
- The project advances Land Use Goal 1 by strengthening community health and safety through reliable City operations (traffic signals, signage, and public safety support), Goal 3 by introducing a civic/employment use that balances nearby residential areas, and Goal 4 by delivering a durable, energy-efficient public facility that meets long-term social and economic needs; it supports Goal 8 indirectly by improving citywide pedestrian/bicycle safety via enhanced signal operations.

- It implements Economic Vitality Goal 8 and Cost of Development Goal 2 by investing in public facilities that preserve and enhance infrastructure and service levels.
- It directly serves Community Mobility Goals 3–4 through the Traffic Engineering warehouse, three specialized shops, and a Traffic Operations Center that collectively improve safety, efficiency, congestion mitigation, and system integration.
- It fulfills Community Facilities - Public Buildings Goals 1 and 5 by consolidating operational functions (Traffic Engineering primary; Facilities, Parks & Recreation, Neighborhood & Family Services, and Police ancillary) in a fiscally responsible, low-maintenance building (CMU to 10' with metal panels above, standing-seam roof, ground-mounted HVAC) designed to meet the City-adopted IECC. The secured, screened yard (organized laydown, custom pole racks, contractor pick-up area) and limited, incidental industrial activities are purpose-built to support municipal services (not heavy manufacturing or public-facing uses).
- It also aligns with Community Facilities - Safety Goal 2 by enhancing readiness and resilience in routine and emergency operations.

C. Compatibility with the surrounding land use and zoning patterns

- This application requests rezoning from R1-6 to PAD to allow a municipal services facility (government office/operations with related warehousing and secured outdoor storage) with limited, incidental general-industrial uses strictly in support of City operations. The proposal is compatible with the established non-residential pattern along Lower Buckeye Road. There is a nearby PAD zoned area to the northeast that also interfaces with residential, demonstrating precedent for PAD at neighborhood edges.
- Adjacent uses are; North - Residential (MH); East - Undeveloped (R1-6) with the Agua Fria River basin beyond; South - City Fire Training Tower and Municipal Operations Center (AG); West - Residential (R1-6) with A-1 Industrial beyond.
- The site plan concentrates operations indoors, limits outdoor activity to a secured/screened laydown yard, prohibits heavy manufacturing and public-facing services, and restricts access to City staff with scheduled contractor/delivery visits, matching the functional intensity of light-industrial/civic entitlements while narrowing off-site impacts. Loading is internalized (multiple overhead bays oriented to interior drive aisles) with bollard protection; single-story massing, CMU to 10'-0" with metal panels above, ground-mounted HVAC, and photometric cutoffs minimize visual and acoustic spillover. The building fronts 4th Street with a clean, professional façade, while maintaining functionality within the secure yard. CMU screen walls are provided along residential interfaces. Landscaping, setbacks, and down-shielded lighting further buffer nearby homes. The architectural character aligns with recent warehouse/operations development

- along the Lower Buckeye corridor, and anticipated trip generation is lower than typical retail/service uses.
- The City's General Plan 2030 Land Use Map designates employment/civic/industrial categories and confirms Lower Buckeye Rd as a key corridor. The project's civic/operations program is consistent with the corridor's planned use framework and transportation function.

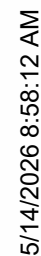
D. Unique Design Considerations Beyond Zoning Ordinance Requirements

- Architectural massing, façade, and roof design. The exterior walls combine CMU wainscot to 10'-0" with metal panels above. The CMU is integrally colored, and along the 4th Street frontage, the design introduces two-color banding with differing textures or scoring to articulate the street edge. The roof is an asymmetrical gable (min. 3:12) with standing-seam metal roofing; final colors are TBD, but white or light tan/beige are typically selected to comply with the energy code. Clerestory elements introduce natural light into shop areas and break up building massing. We have also introduced canopies at man doors to provide shade and weather protection, also further articulating massing. The building character is intended to complement recent development along the Lower Buckeye corridor.
- Geotechnical risk avoidance and foundation approach. Historical aeriels and borings identified a backfilled sand/gravel pit on the southern portion of the site, with fill to ~30 feet. The geotechnical engineer does not recommend siting footings in that area due to settlement potential; accordingly, the building has been located to avoid this zone. The draft geotechnical report anticipates spread/continuous footings supported $\geq 18"$ below finished grade on engineered fill with a net allowable bearing pressure of 2,500 psf, and over-excavation up to or exceeding 4'-0" beneath foundations and slabs as needed. Slabs are 5" (6" at vehicle parking) over a vapor barrier and aggregate base with ~12' joint spacing and turndown edges.
- Flood Hazard Siting and Drainage/Retention. Most of the site lies in Zone X; a small area along the east is Zone AH (1% annual chance shallow flooding). The building is located well outside Zone AH. Per City requirements, on-site retention for the 100-yr, 2-hr storm will be provided; the southwest corner accommodates the required ~59,534 cu ft of storage, designed to drain within 36 hours via ~5 drywells. The current plan shows the retention basin within the mapped floodplain portion of the parcel, which is typically acceptable for that use.
- Circulation, loading, and operational containment. Existing access is from Lower Buckeye Road; a new northwest exit to S. 4th St is proposed to improve circulation and emergency access. The building is located towards the west of the site, parallel to S 4th St. Loading zones are provided at each shop and at the traffic operations warehouse; each shop/storage space has direct vehicle entry through multiple overhead doors sized to function (standard 12'-0"×14'-0"; up to

14'-0"×16'-0" for bulk/staging). Fast-acting electric openers are specified to minimize heat gain/loss during loading. Bollards are placed at vehicle doors and other high-traffic interfaces to protect the structure.

- Utilities and fire/life safety coordination. Water service will tap the nearest main in S. 4th Street; the fire line may tap Lower Buckeye Road, depending on final fire-flow calculations. Additional fire hydrants may be requested due to the storage use; the FDC will be within 100' of a hydrant with fire access from surrounding roads. Sewer exists in both 4th Street (12") and Lower Buckeye (15"); the 4th Street line is preferred and appears deep enough for gravity sewer. APS power is available in both streets; overhead lines are anticipated to be relocated underground as part of the project. Cox and Lumen telecom lines are adjacent; a 2" gas main is present on 4th Street (potential upgrade TBD).
- Environmental Due Diligence and Interior Program Choices. Phase I and II ESAs detected low levels of PAHs and arsenic below action thresholds; therefore, no remediation is expected. Most shop areas will have flat, sealed concrete floors with no floor drains (the Facilities shop is an exception), limiting floor penetrations. HVAC units are ground-mounted. The building is designed to meet the City-adopted IECC (2018), including the following specifications: Roofs: R-19 + R-11 LS, Walls: R-13 + R-6.5 ci, Overhead doors: U-0.31, Man doors: U-0.61, roof reflectance/emittance or SRI path, and windows/skylights with U-values and SHGCs as listed. Office finishes will be Class A, and sound isolation from shop spaces is an identified requirement for the office area.

5/14/2026 8:58:12 AM C:\Revit\AMW ARCH SITE 2024 Lyle Huber.rvt



CONCEPT DESIGN

p 623.935.2258 | 15150 W Park Place, Suite 317
f 623.935.2361 | Goodyear, AZ 85395

dibblecorp.com

Avondale Warehouse Rezoning and General Plan Amendment

Neighborhood Meeting Summary

Project: Avondale Warehouse Rezoning and General Plan Amendment

Meeting Type: Neighborhood/Public Meeting

Date: June 30, 2026

Time: 6:00 PM

Location: City of Avondale Mountain View Community Center

Meeting Overview

A neighborhood meeting was held to provide information regarding the proposed City of Avondale Warehouse Rezoning and General Plan Amendment project and to receive feedback from nearby residents. Attendees were given an opportunity to ask questions and express concerns regarding the proposed development.

Discussion Summary

The meeting started with The City of Avondale Project Manager providing a brief overview of the project, and its goals (both the rezoning and general plan amendment, as well as the Warehouse project itself even though it is on hold currently).

Adjacent Residential Zoning

A question was raised regarding whether the residential zoning of adjacent properties would change as part of the project. It was clarified that the zoning of neighboring residential properties would remain unchanged.

Project Timeline

Attendees asked about the anticipated timeline for development. The project team indicated that development is expected to occur within approximately 3 to 5 years, subject to approvals and future implementation.

Staffing

A question was asked regarding employment associated with the facility. The project team stated that the site is anticipated to have approximately 10 full-time staff members.

Shade Structure, Building Height, and Views

Residents expressed concern regarding the proposed northern shade structure and its potential impact on mountain views. Discussion included:

- Heavy-duty vehicles stored on-site could be approximately 14 feet in height.
- The property is proposed to be enclosed by an 8-foot perimeter fence.
- A request was made to consider relocating the taller canopy/shade structure to help reduce impacts on views from neighboring properties.

Site Lighting

Questions were raised regarding site security lighting. The project team responded that security lighting would be designed to be as minimal as practicable while still meeting operational and safety requirements.

Land Use Compatibility

The project team noted that the proposed use is considered a compatible neighboring use due to the relatively low-profile nature of government storage operations and limited visual impacts when compared to other industrial developments.

Future Use of the Property

Attendees asked whether the property could be sold in the future for a different use. The project team explained that the approvals being sought are specific to the proposed government storage use. If another user, such as a private warehouse operator (e.g., Amazon), wished to develop the site under a different use, additional entitlement approvals and a new public review process would likely be required.

Future Project Updates

Residents inquired about how they could stay informed as the project moves forward. The City acknowledged the importance of improving communication and recommended:

- Monitoring the City's project website for updates.
- Contacting James Milanese with questions regarding project status and future public hearings.

Key Resident Concerns

- Potential obstruction of mountain views due to the northern canopy/shade structure.
- Height of heavy-duty vehicles and perimeter fencing.
- Extent of security lighting.
- Ongoing communication and notification regarding project progress.

Closing

The meeting concluded after addressing attendees' questions and documenting resident feedback for consideration as the project continues through the entitlement process.

ITEM NUMBER: 5.c.

SUBJECT: Public Hearing and Ordinance 2038-0926 (325 N Central Ave) and Ordinance 2039-0926 (335 N Central Ave) - Central Avenue Rezone - Application PL-25-0015

MEETING DATE: 9/14/2026

TO: Mayor and Council

FROM: Jodie Novak, Director of Development Services

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

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

STRATEGIC PLAN:

STRATEGIC OUTCOME: Economic Growth and Prosperity.

- STRATEGY: Promote a mix of housing options and be known as a city of opportunity.
-

PURPOSE:

City Council will hold a public hearing and consider a request to: a) adopt Ordinance 2038-0926, a request by Walter Martinez to rezone 325 N Central Avenue; b) adopt Ordinance 2039-0926, a request by Walter Martinez to rezone 335 N Central Avenue; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The request is to rezone two properties along Central Avenue, approximately 0.45 net acres in total. The portion of 325 North Central Avenue that is Community Commercial (C-2) would be rezoned to Urban Residential (R1-6), a single-family residential district, to match the rest of the lot and 335 North Central Avenue would be rezoned from Community Commercial (C-2) to Urban Residential (R1-6), a single-family residential district. The proposed change will facilitate the development of a single-family dwelling unit on each lot. The Council will take appropriate action.

BACKGROUND:

The first lot is approximately 0.23-acres and located at 325 North Central Avenue (Exhibits A and B), Assessor's Parcel Number (APN) 500-17-125A. The property was annexed into the City as part of incorporation on December 16, 1946. It appears that at the time of annexation, the property was zoned for residential uses and was part of the recorded Whyman Subdivision. Historical aerials show that a single-family dwelling existed on the southern parcel until it was removed in 2001. The property has remained vacant since. The current zoning classifies the northeast corner of the lot as Community Commercial (C-2) while the remaining portion of the lot is zoned Urban Residential (R1-6), a single-family residential district.

The second lot is approximately 0.22-acres and located at 335 North Central Avenue (Exhibits A and B), Assessor's Parcel Number (APN) 500-18-024A. The property was annexed into the City on April 9, 1959, and was part of the recorded Whyman Subdivision. Historical aerials indicate that the property has remained vacant since its annexation into the City. The current zoning classifies the site as Community Commercial (C-

2).

The purpose of the C-2 zoning district is to accommodate development of commercial complexes providing goods and services to a community-wide area. The purpose of the R1-6 zoning district is to provide a variety of single-family detached residential dwelling types at an urban density.

Both properties have the General Plan land use designation of Medium Density Residential (Exhibit C). The Medium Density Residential land use has densities that range from 2.5 to 4 single-family dwelling units per acre. This land use category provides for a suburban lifestyle with planned detached single-family residential communities with larger setbacks and neighborhood facilities. Churches, parks, trails and other open space amenities, and public facilities are permitted in this category.

Both properties are located within the Specific Area Plan for Old Town, Cashion, and Las Llgas/Rio Vista. This Specific Area Plan focuses on preserving the district's historic neighborhood character while encouraging reinvestment, adaptive reuse, and compatible infill development. The area supports a mix of uses, including live/work units, art galleries, retail shops, restaurants, services, and commercial activity along key corridors.

The existing uses and zoning of the surrounding properties are as follows:

North: Detached single-family residential use; zoned R1-6 (Urban Residential).

South: Detached single-family residential use; zoned R1-6 (Urban Residential).

East: Detached single-family residential use; zoned R1-6 (Urban Residential).

West: Rio Salado College and commercial retail uses; zoned C-2 (Community Commercial).

SUMMARY OF REQUEST:

The applicant is requesting to rezone two properties to Urban Residential (R1-6), a single-family residential district. The northern property would be rezoned from C-2 Community Commercial, while the southern property will rezone the Community Commercial (C-2) portion so that the full property will be R1-6. The purpose of this rezone is to facilitate the development of a detached single-family dwelling unit on each of the lots.

The conceptual site plan for parcel number 500-17-125A proposes a detached single-family dwelling unit that will be 2,500 square feet. The home will have a 747 square foot two-car garage, a 116 square foot front porch and a 240 square foot back porch. The conceptual site plan for parcel number 500-18-024A proposes a detached single-family dwelling unit that will be 3,727 square feet in total, with 2,170 square feet dedicated to livable space. There will be a 480 square foot two-car garage, a 49 square foot front porch and a 142 square foot rear porch. An accessory dwelling unit (ADU) is also proposed for this site.

Both residential units will adhere to the City of Avondale's Zoning Ordinance, following the R1-6 development standards. The exterior design of the homes will adhere to the guidelines expressed within the Single-Family Residential Design Manual and match the themes of the existing homes located to the north, east, and south of the subject properties.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The property is located in the service areas of the Avondale Elementary School District (AESD) and the Agua Fria Union High School District (AFUHSD). Students in kindergarten through eighth grade will attend Lattie Coor School, located at the northeast corner of Central Avenue and La Canada Boulevard. High school students will attend Agua Fria High School located at the northwest corner of Dysart Road and Riley Drive. Both AESD and AFUHSD have provided the City with signed certificates stating that each district has adequate school facilities to accommodate the estimated enrollment of new students to be generated by the proposed single-family residential development (Exhibit D).

PUBLIC PARTICIPATION:

A neighborhood meeting to discuss the proposal with neighboring property owners and other interested parties was held on June 20, 2026. An overview of the discussion topics is outlined in the Neighborhood Meeting Summary, attached as Exhibit F. In addition to City staff and the applicant's team, the Avondale Mayor attended the meeting. General questions were raised about the project, including the existing zoning and what the property will be rezoned to, the developments that will be put on the lots, as well as other home

developments they have completed within the City of Avondale. The applicant addressed all questions asked and presented images of their completed projects.

All required notifications for the Planning Commission and City Council public hearings have been completed. To date, zero (0) comments have been received on the City's Avondale Connect digital public forum.

PLANNING COMMISSION ACTION:

On August 19, 2026, the Planning Commission held a public hearing on the request for a Rezone (PL-25-0015). There were no comments from the public. The Planning Commission did not have any questions or comments. The Planning Commission passed a motion (4-0 vote) to recommend approval of the rezoning to the City Council.

ANALYSIS:

The proposed rezone from Community Commercial (C-2) to Urban Residential (R1-6), a single-family residential district, is appropriate for the subject properties based on the existing land use pattern, lot configuration, and applicable General Plan designation. The current C-2 zoning permits commercial uses intended to provide goods and services to a community-wide area. However, the subject properties are located within an area that is predominantly residential in character, with detached single-family residential uses and R1-6 zoning located to the north, south, and east. While commercial and institutional uses exist to the west along Central Avenue, the subject properties function more as part of the adjacent residential neighborhood than as part of a larger commercial node.

The request also resolves an existing split zoning on the property located at 325 North Central Avenue, with the northeast corner designated C-2 and the remainder of the lot designated R1-6. Rezoning the C-2 portion to R1-6 will establish a single zoning district across the entire property, and allowing the property to develop under one consistent set of residential development standards. The proposed rezone of 335 North Central Avenue to R1-6 will similarly align the property with the zoning pattern of the residential properties located immediately north, south, and east.

The proposed rezone is consistent with the City of Avondale General Plan 2030, which designates both properties as Medium Density Residential. This land use category supports detached single-family residential development at suburban densities and is consistent with the proposed R1-6 zoning district. Rezoning the properties to R1-6 will facilitate residential development that is compatible with the surrounding neighborhood.

The request also furthers the General Plan's land use policies related to infill development. This rezone will help achieve the General Plan Land Use Goal 1: Policy D. "enhance the attractiveness of infill parcels as an option for new development throughout Avondale." The subject properties are vacant, previously platted lots within an established portion of the City and are served by existing streets and nearby public facilities. Allowing these properties to develop with detached single-family residences represents appropriate residential infill and supports reinvestment in an existing neighborhood rather than directing growth to undeveloped areas at the edge of the community.

In addition, the subject properties are located within the Specific Area Plan for Old Town, Cashion, and Las Lligas/Rio Vista, and the proposed rezone is consistent with the General Plan's Land Use Goal 2: to "Honor the unique character of Old Town." Relevant policies under this goal include Policy C. to "preserve and enhance the vitality of existing neighborhoods in and around the Old Town area by continuing to promote the rehabilitation of mature housing and development of infill lots." The proposed single-family dwellings would place vacant lots back into productive residential use while maintaining the scale and character of the surrounding detached single-family neighborhood.

The size and configuration of both properties are also more consistent with single-family residential development than with typical community commercial development. At approximately 0.22 and 0.23 acres, the lots are comparable in size to surrounding residential properties and are suitable for detached single-family homes developed in accordance with the R1-6 development standards. The proposed homes would be reviewed for compliance with applicable zoning standards and the Single-Family Residential Design Manual, helping ensure that future development is compatible with nearby homes in form, scale, and design character.

DISCUSSION:

Staff recommends approval of the Rezone request for the following reasons:

- The proposed rezoning conforms to the General Plan land use designation of Medium Density Residential. The proposed rezoning supports the City's goals regarding the revitalization of vacant, infill properties in the Old Town (formerly Historic Avondale) Infill District and Specific Area Plan for Old Town, Cashion, and Las Llgas/Rio Vista.
- The proposed rezoning will result in compatible land use relationships.
- Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.
- The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No budget impacts

RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** an ordinance, approving Application PL-25-0015, a request to rezone two properties along North Central Avenue from Community Commercial (C-2) to Urban Residential (R1-6), a single-family residential district, to facilitate development of a single-family dwelling unit on each lot, subject to the following two (2) conditions of approval:

1. All development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standard deviation has been approved.
2. Prior to the issuance of any building permits, a Re-Plat shall be approved and recorded to combine the individually platted lots into two separate properties.

Contact person for document distribution: Cole Hunger, Senior Planner

ORDINANCE NO. 2038-0926

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY $\pm$ 0.22 ACRES LOCATED AT 325 NORTH CENTRAL AVENUE, AVONDALE, ARIZONA, AS SHOWN IN APPLICATION PL-25-0015, AND REZONING SUCH PROPERTY FROM R1-6 URBAN RESIDENTIAL AND C-2 COMMUNITY COMMERCIAL TO R1-6 URBAN RESIDENTIAL.

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for $\pm$ 0.22 acres located at 325 North Central Avenue, Avondale, Arizona, as shown in application PL-25-0015, from R1-6 Urban Residential and C-2 Community Commercial to R1-6 Urban Residential, (the “Zoning Atlas Amendment”); and

WHEREAS, all due and proper notices of the public hearings on the Zoning Atlas Amendment held by the City of Avondale Planning Commission (the “Commission”) and by the City Council were given in the time, form and substance provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on August 19, 2026, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing, the Commission recommended approval by a vote of 4-0; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on September 14, 2026; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance; and

WHEREAS, the City Council has considered the probable impact of the Zoning Atlas Amendment on the cost to construct housing for sale or rent and finds that the proposed Zoning Atlas Amendment will have no probable impact on the cost to construct housing for sale or rent.

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

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

SECTION 2. The Zoning Atlas Amendment is hereby approved, for $\pm$ 0.22 acres located at 325 North Central, Avondale, Arizona, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. All development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standard deviation has been approved.
2. Prior to the issuance of any building permits, a Re-Plat shall be approved and recorded to combine the individually platted lots into two separate properties.

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

SECTION 4. The Mayor, the City Manager, the City Clerk 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, September 14, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2038-0926

[Legal Description and Map]

See following pages.

LOT 1

That portion of Lots 8 and 9, WHYMAN SUBDIVISION, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 29 of Maps, Page 11, being a portion of the Southeast quarter of Section 10, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 10;

Thence along the West line of said Southeast quarter of Section 10, North 00°02'00" East, 1316.19 feet;

Thence South 89°58'00" East, 40.00 feet to the East Right-of-Way line of Central Avenue and the POINT OF BEGINNING;

Thence along said Right-of-Way line, North 00° 02'00" East, 88.95 feet to the North line of said Lot 9;

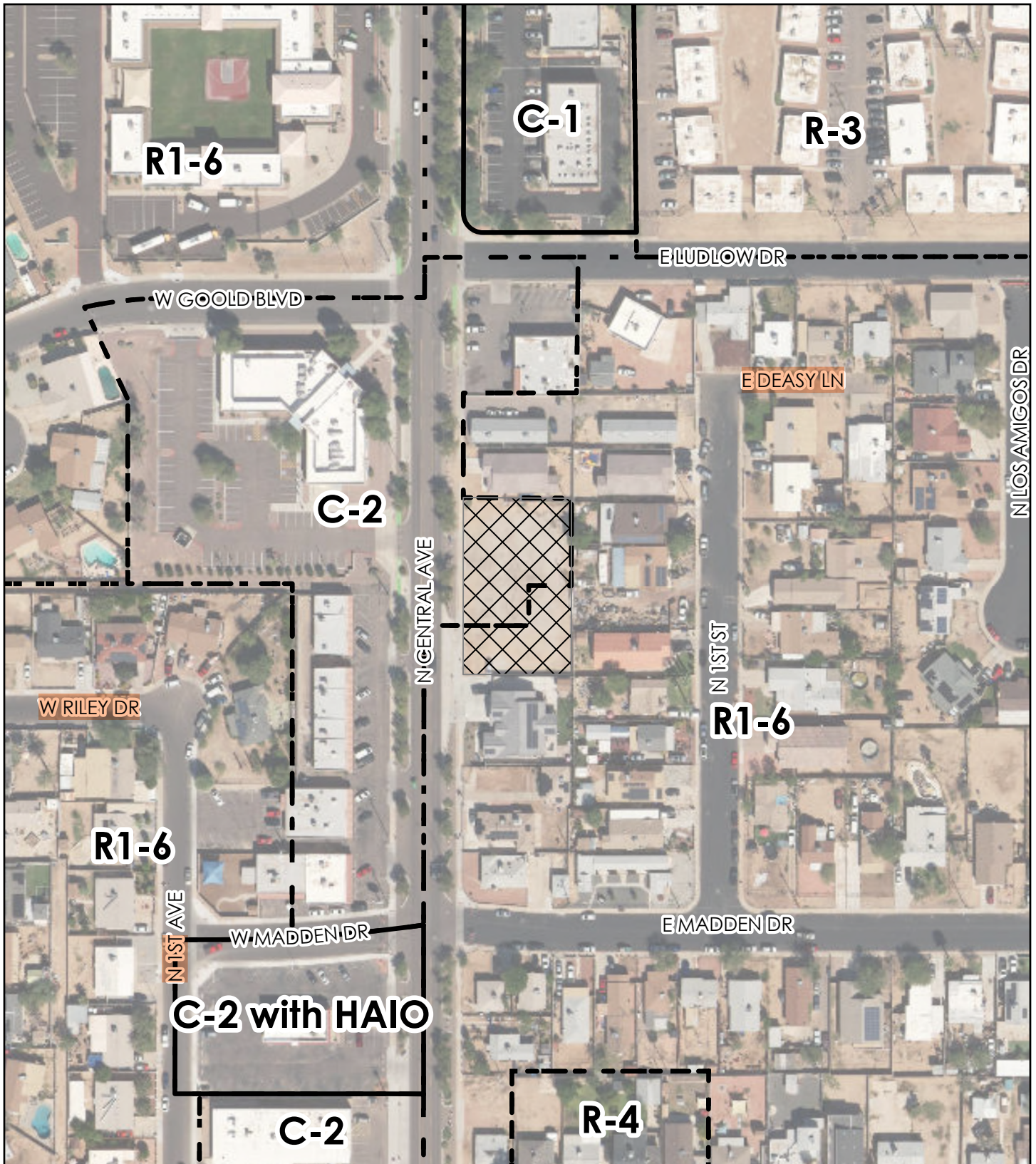
Thence along said North line of Lot 9, North 89°55'47" East, 109.98 feet to the Northeast corner of said Lot 9;

Thence along the East line of said Lots 8 and 9, South 00°04'21" West, 88.97 feet to the Southeast corner of said Lot 8;

Thence along the South line of said Lot 8, South 89°56'24" West, 109.92 feet to said East Right-of-Way line of Central Avenue, and the POINT OF BEGINNING.

Containing 9,781 square feet, or 0.22454 acres, more or less.





Zoning Vicinity



Avondale



Subject Property
LOT 1
325 N. Central Ave



ORDINANCE NO. 2039-0926

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY $\pm$ 0.22 ACRES LOCATED AT 335 NORTH CENTRAL AVENUE, AVONDALE, ARIZONA, AS SHOWN IN APPLICATION PL-25-0015, AND REZONING SUCH PROPERTY FROM C-2 COMMUNITY COMMERCIAL TO R1-6 URBAN RESIDENTIAL.

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for $\pm$ 0.22 acres located at 335 North Central Avenue, Avondale, Arizona, as shown in application PL-25-0015, from C-2 Community Commercial to R1-6 Urban Residential (the “Zoning Atlas Amendment”); and

WHEREAS, all due and proper notices of the public hearings on the Zoning Atlas Amendment held by the City of Avondale Planning Commission (the “Commission”) and by the City Council were given in the time, form and substance provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on August 19, 2026, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing, the Commission recommended approval by a vote of 4-0; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on September 14, 2026; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance; and

WHEREAS, the City Council has considered the probable impact of the Zoning Atlas Amendment on the cost to construct housing for sale or rent and finds that the proposed Zoning Atlas Amendment will have no probable impact on the cost to construct housing for sale or rent.

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

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

SECTION 2. The Zoning Atlas Amendment is hereby approved, for $\pm$ 0.22 acres located at 335 North Central, Avondale, Arizona, as more particularly described and depicted on Exhibit

A attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. All development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standard deviation has been approved.
2. Prior to the issuance of any building permits, a Re-Plat shall be approved and recorded to combine the individually platted lots into two separate properties.

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

SECTION 4. The Mayor, the City Manager, the City Clerk 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, September 14, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2039-0926

[Legal Description and Map]

See following pages.

LOT 2

That portion of Lots 6 and 7, WHYMAN SUBDIVISION, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 29 of Maps, Page 11, being a portion of the Southeast quarter of Section 10, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 10;

Thence along the West line of said Southeast quarter of Section 10, North 00°02'00" East, 1316.19 feet;

Thence South 89°58'00" East, 40.00 feet to the East Right-of-Way line of Central Avenue and the POINT OF BEGINNING;

Thence along said Right-of-Way line, South 00° 02'00" West, 88.96 feet to the South line of said Lot 6;

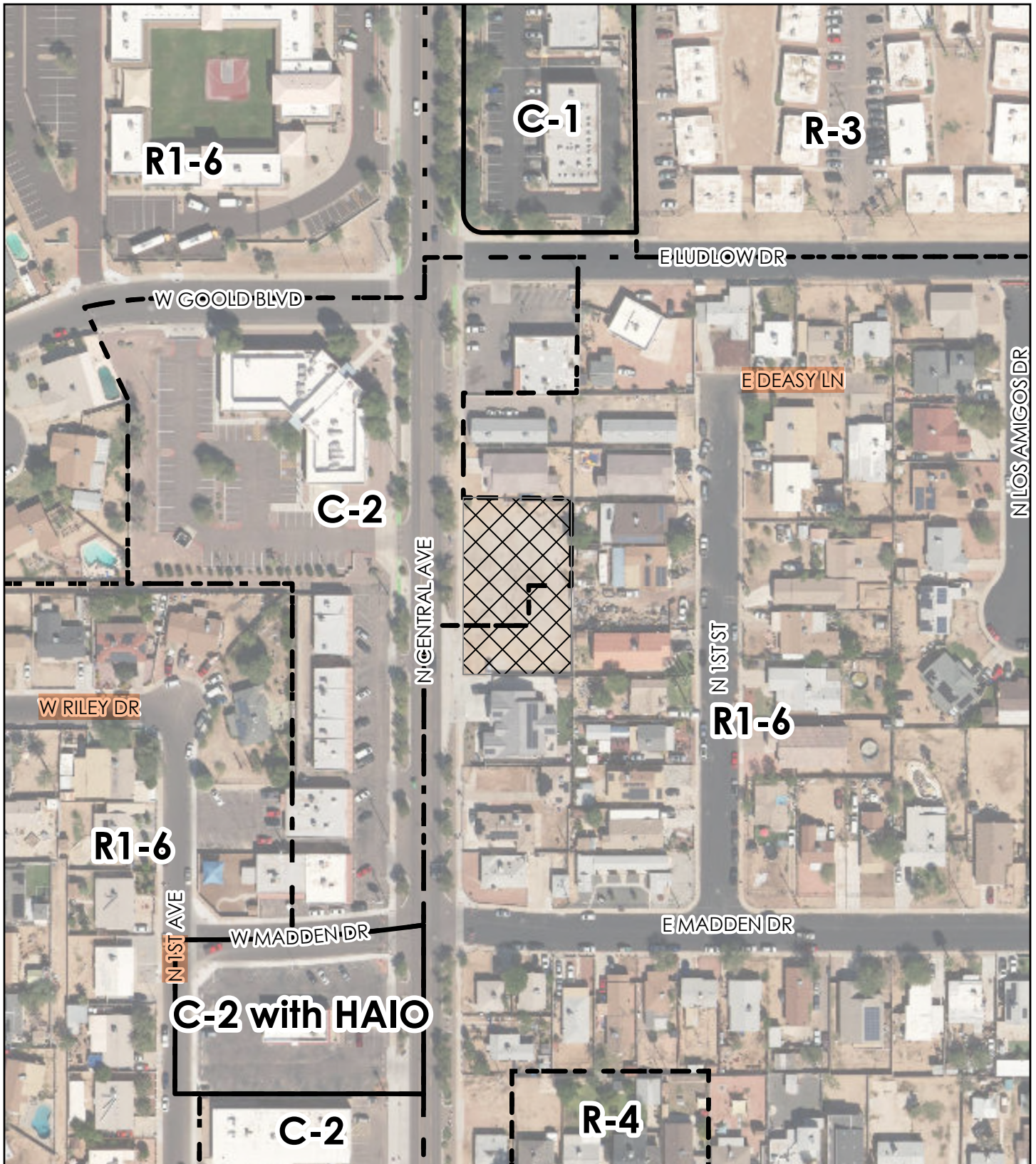
Thence along said South line of Lot 6, North 89°57'01" East, 109.86 feet to the Southeast corner of said Lot 6;

Thence along the East line of said Lots 6 and 7, North 00°04'21" East, 88.98 feet to the Northeast corner of said Lot 7;

Thence along the North line of said Lot 7, South 89°56'24" West, 109.92 feet to said East Right-of-Way line of Central Avenue, and the POINT OF BEGINNING.

Containing 9,777 square feet, or 0.22445 acres, more or less.





Zoning Vicinity



Avondale



Subject Property
LOT 2
335 N. Central Ave





Aerial Map



Subject Property



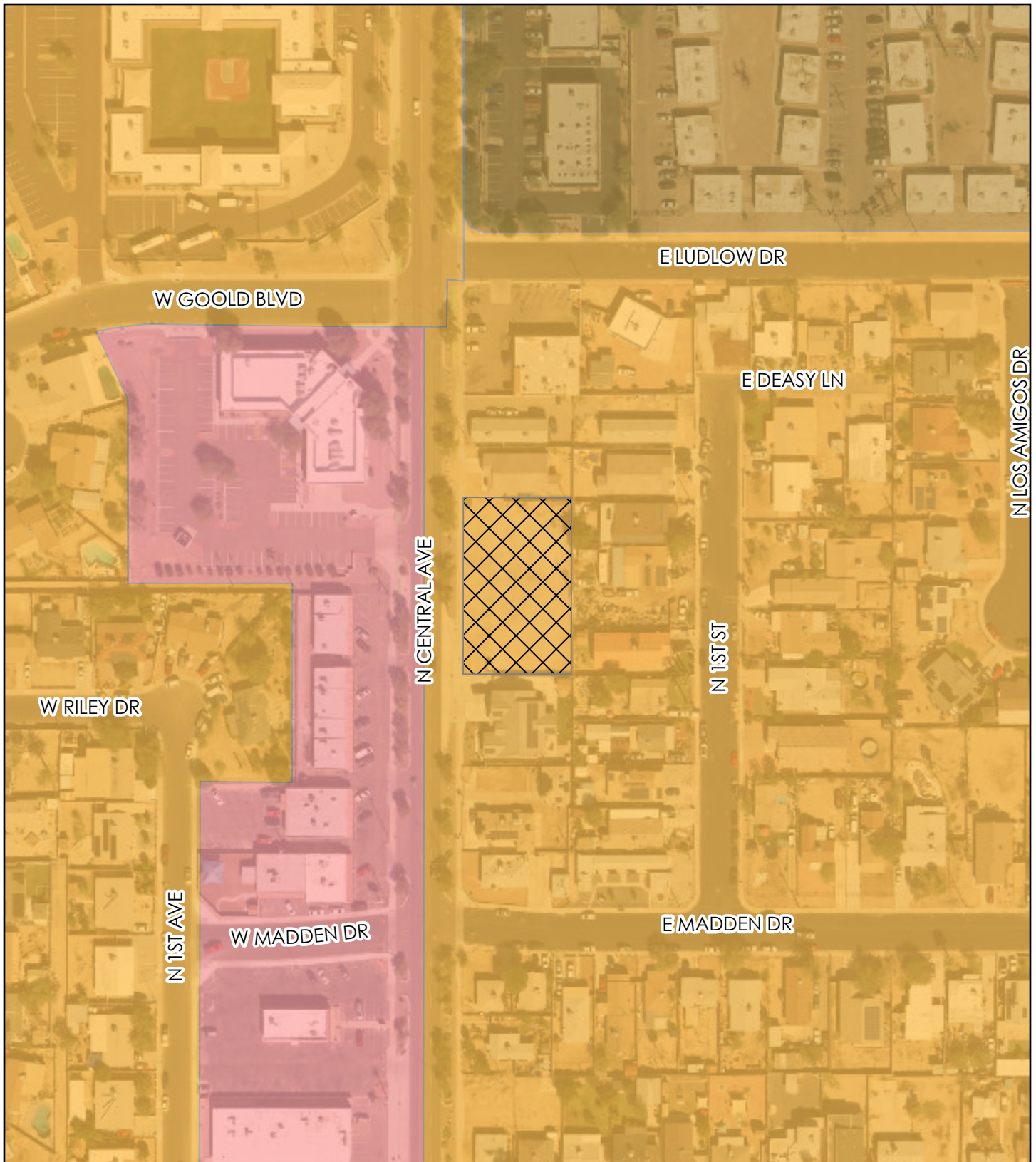


Zoning Vicinity



Subject Property





General Plan Land Use



- Medium Density Residential
- High Density Residential
- Local Commercial



Subject Property



Desert Alliance Properties

4132 N 27th Ave
Phoenix, AZ 85017
(602)434-2621

Central Avenue Rezone

GOALS

1. To rezone two parcels (500-17-125A & 500-18-024A) from C2/R1-6 zoning to 100% R1-6 zoning
2. The development proposal is to build two single-family dwellings on said APNs.

SPECIFICATIONS

The proposed rezoning is consistent with the City of Avondale's General Plan, which designates this area as Medium Density Residential (2.5 to 4 DU/AC). This designation allows for a maximum of four dwelling units per acre, and the subject property, being approximately two acres in size, supports the development of two single-family dwellings, aligning with the intended density parameters. The rezoning also supports the intent of the Old Town Specific Plan by preserving the character of Historic Avondale and promoting infill residential development on currently vacant parcels. The new lots will fully comply with R1-6 development standards, including a minimum site area of 6,000 square feet, lot dimensions of at least 65 feet wide by 100 feet deep, a maximum building height of 30 feet, and maximum lot coverage of 45%. All required setbacks will be met, including 20 feet for front and street sides, 15 feet at the rear, and 18 feet on side yards (with a minimum of 10 feet on one side and 8 feet on the other, staggered).

The "Old Town" District is characterized by different neighborhoods, varying architectural styles, land use and zoning, and overall character. The neighborhoods are well-established and have the opportunity to maintain their character and neighborhood feel, develop vacant properties, and revitalize existing development.

The preliminary building plans propose wood-frame construction with exterior finishes in a desert-inspired gray color palette, designed to complement and match the existing R1-6 zoned homes located south, north, and east of the parcel.

Furthermore, this rezoning proposal reinforces the surrounding land-use pattern by maintaining **residential zoning**, which ensures compatibility with adjacent residential properties. The transition to residential use complements the existing neighborhood fabric, preserving the intent of the General Plan to foster cohesive and well-integrated residential communities.



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for NICA Mex, Lorenzo Aguero has been submitted to the City of Avondale, Development Services Department, for review.

Project: Martinez Rezone Pre- APP Project Manager: Walter Martinez
 Request: Walter Martinez Acreage/Parcel Size: 19569
 Current Density Allowed: 4 Density Proposed: 4
 Total number of residential units proposed: .2

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes ☒ No ☐

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed?

Yes ☐ No ☒

If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes ☐ No ☒

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

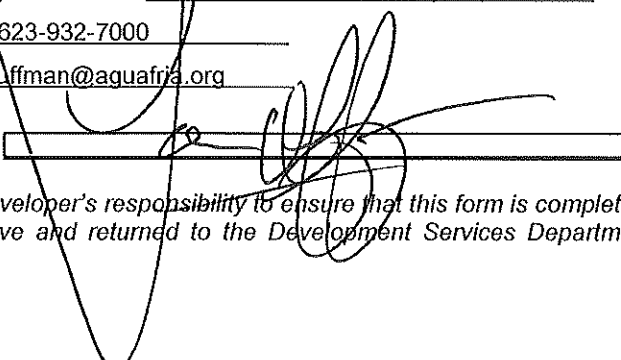
Date Reviewed: June 4, 2025

School District: Agua Fria High School District

District Superintendent: Mr. Tom Huffman - Deputy Superintendent

Phone #: 623-932-7000

E-mail: thuffman@aguafria.org

Signature: 

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development Services Department prior to the scheduling of any City Council meetings.

Development Services Department

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

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for NICA Mex, Lorenzo Aguero has been submitted to the City of Avondale, Development Services Department, for review.

Project: Martinez Rezone Pre- APP
Request: Walter Martinez
Current Density Allowed: 4
Total number of residential units proposed: 2

Project Manager: Walter Martinez
Acreage/Parcel Size: 19569
Density Proposed: 4

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes ☒ No ☐

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed?
If answered yes, how many acres is needed for the school site?

Yes ☐ No ☒

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes ☐ No ☒

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 6/4/25
School District: Avondale Elementary School District
District Superintendent: Betsy Hargrove
Phone #: 623-772-5006
E-mail: bhargr@choosewest.org

Signature: [Signature]

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development Services Department prior to the scheduling of any City Council meetings.

Development Services Department

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

Summary of Neighborhood Meeting for

Central Avenue Rezone

Case Number: PL-25-0015

June 29, 2026 at 6:00 PM

A neighborhood meeting for a rezone application for approximately 0.45 net acres of land located at 325 North Central Avenue and 335 North Central Avenue was held on Monday, June 29 at 6:00 PM. The application proposes a rezone of the subject properties from C-2 Community Commercial to R1-6 Urban Residential to allow for the development of a single-family detached dwelling unit on each lot. The site was posted with the meeting information, a legal advertisement was published in the Arizona Business Gazette – Republic edition, and notifications were mailed to property owners and HOAs within 1,000 feet of the project.

This meeting was held at the Coldwater Golf Club located at 100 North Clubhouse Drive. No members of the public were in attendance. One City elected official was in attendance.

Mr. Martinez opened the meeting at 6:00 PM. Mayor Pineda arrived at approximately 6:40 PM. Mayor Pineda inquired about the proposed project, confirming that the requested rezoning is intended to facilitate the development of two single-family residential homes. Mr. Martinez provided examples of existing single-family residential homes that the applicant's team has constructed within the city to illustrate the type of product intended for the subject property. Mr. Martinez concluded the meeting at 7:00 PM following Mayor Pineda's departure.