

City Council
Regular Meeting
Agenda

REVISED 8/5/25 AT 10:04 AM

Wednesday, August 6, 2025

7:00 PM

Members of the Litchfield Park City Council will attend either in person, by telephone, or video conference call.
Physical access to the meeting room will be available 30 minutes prior to the meeting.

I. Call to Order

- A. The agenda and packet are available at: www.litchfieldpark.gov
- B. A video recording of the meeting can be seen [here](#) the next business day.

II. Pledge of Allegiance

III. Mayor and Council Members Report on Current Events

IV. City Manager's Report on Current Events

INFORMATION ONLY

No action may be taken on this report unless the specific item is listed on the agenda for Council action.

This report may include information from the following departments:

- Administration
- Building Safety
- City Clerk
- Community and Recreation Services
- Engineering
- Finance
- Human Resources
- Planning
- Public Works

V. Call to the Community

This is the time for citizens who would like to address the City Council on any non-agenda item. Action taken as a result of public comment will be limited to asking Staff to review the matter, asking that the matter be put on a future agenda, or responding to criticism.

VI. Presentations

A. Employee of the Quarter

INFORMATION ONLY

Presenter: **Thomas L. Schoaf, Mayor**

Mayor Schoaf may present a certificate to Edwardo Navarro Gurrola, Maintenance Technician I, a certificate as the recipient of the 2nd quarter of 2025.

VII. Reports

A. Public Safety Services Monthly Reports

1. Goodyear Fire Report

INFORMATION ONLY

Chief Wayne will provide this report, which may include the following items:

- EMS Calls/False Calls
- Other/Unknown/False Alarm
- Hazardous Conditions
- Other Incident Types
- Good Intent Calls
- Construction Inspections
- Construction Permits
- Plan Review

2. Avondale Police Department**INFORMATION ONLY**

Sgt. Emmett will provide this report, which may include the following items:

- Assault
- Juvenile Disturbing
- Theft/Vehicle Theft
- Stolen Vehicle Recovery
- Drugs
- Harrassment/Civil Matter
- Welfare Check
- Traffic Violations
- Traffic Citations
- Threat/Phone Calls/Burglary
- Shoplifting
- Criminal Damage
- Suspicious Activity
- Deceased Persons
- Fight/Mutual Combat
- Traffic Stops

B. Staff Monthly Reports**1. Finance Monthly Report****INFORMATION ONLY**

Ms. Peterson may provide an update on the City's budget and expenditures for FY25 through July. Follow-up items from the previous Council meeting may also be discussed.

2. Contamination / Plume Update**INFORMATION ONLY**

Mr. Drunasky may provide an update on the following items:

- PGA North Plume (Superfund)
- Luke AFB PFAS Remedial Investigation

3. Capital Improvement Projects (CIP) Update**INFORMATION ONLY**

Mr. Drunasky may provide an update on the following items:

- Project Updates
- Budgets
- Timelines

4. Special Projects Update**INFORMATION ONLY**

Mr. Proch has no report this month.

5. Magistrate Court Monthly Report**INFORMATION ONLY**

This report is non-verbal and may include information on the following:

- Cases filed
- Cases dismissed
- Violations filed
- Other Court Activity

VIII. Consent Agenda

At any regular or special meeting of City Council, the agenda may include a listing of matters for the Council to act on as a "consent agenda." The Council may vote upon all matters contained within the consent agenda by a unanimous single vote of all those present at the meeting entitled to vote. Any matter may be removed from the consent agenda and considered as a singular item upon the request of any member of the Council.

A. Approval of Minutes**ACTION/COMMENT**

Presenter: **Terri Roth, City Clerk**

Discussion and possible action to approve the July 8, 2025, special meeting minutes.

B. 2025 Proposed Resolutions - League of Arizona Cities and Towns**ACTION/COMMENT***Presenter: Terri Roth, City Clerk*

Discussion and possible direction to the Mayor regarding proposed resolutions by the League of Arizona Cities and Towns to be voted on by the League Resolutions Committee at the upcoming League Annual Conference scheduled for August 19–22, 2025.

C. Agreement for Oracle Cloud Services**ACTION/COMMENT***Presenter: Paige Peterson, Asst. City Mgr/Finance Director*

Discussion and possible action to approve the purchase of Oracle Cloud Services.

D. Ratification of Perimeter Wall Phase VI Change Order**ACTION/COMMENT***Presenter: Keith Drunasky, City Engineer*

Discussion and possible action to approve a change order with Straight Arrow Contracting for the Perimeter Wall Phase VI Luchana project to construct a new screen wall at Scout Park and a new ADA pathway extension.

E. Resolution 25-593 Transit Services**ACTION/COMMENT***Presenter: Matthew Williams, City Manager*

Discussion and possible action to Adopt Resolution 25-593 Transit Services and approve the second amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority.

F. Charter Committee Amendment**ACTION/COMMENT***Presenter: Thomas L. Schoaf, Mayor*

Discussion and possible action to authorize the Mayor to vote on an amendment to the League's Charter during the Annual Business Meeting on August 21, 2025.

IX. Business**A. Litchfield Square Wigwam Boulevard Parking****ACTION/COMMENT***Presenter: Randy Proch, Planning Director*

Discussion and possible action to approve Option D for on-street parking options on Wigwam Boulevard.

B. Amendment to DA for Litchfield Square Lots 1 & 2**ACTION/COMMENT***Presenter: Matthew Williams, City Manager*

Discussion and possible action to approve an extension related to the Development Agreement for Litchfield Square Lots 1 & 2.

X. Executive Session

A. An Executive Session may be called during the public meeting on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of receiving legal advice.

B. An Executive Session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the City Attorney regarding Sun Health Development Agreement.

- C. An Executive Session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the City Attorney regarding Scout Lodge Agreement.**
- D. An Executive Session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the City Attorney regarding Colliers Design.**
- E. An Executive Session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the City Attorney regarding the Rudolfo Development Agreement.**

XI. Adjournment

Thomas L. Schoaf, Mayor

Affidavit of Posting

I, Terri Roth, MMC, City Clerk, do hereby certify that I caused to be posted a true and correct copy of this agenda for the City Council meeting of Wednesday, August 6, 2025, in the following place in the City of Litchfield Park:

- 1. City Hall, outside bulletin board
- 2. City Website

Terri Roth, MMC, City Clerk

Persons with special accessibility needs should contact City Hall, (623) 935-5033, at least 48 hours prior to the meeting.

To: Mayor and Council
From: City Manager, Matthew Williams
Subject: July 2025, Manager's Report

Community and Recreation Services (Tricia Kramer)

Recreation Center Facility

- No facility updates this week.

Aquatics

- Lagartos Swim Team held their banquet at the Rec Center Pool this Friday, July 25. They are celebrating the end of a fantastic season. At last Friday's finals meet the team had numerous first, second, and third place finishes, including several swimmers who also won high point trophies.
- These past two weeks, seventeen total 11–14-year-olds participated in our Junior Lifeguard classes. Many of them were part of our Lagartos Swim Team. We hope to maintain this positive connection and hire them as summer lifeguards in the coming years.
- This was the final week of Parent-Tot, Preschool, and Group Swim Lessons. In August, kids return to school, so we only offer Elite (individual) Swim Lessons on weeknights and Saturdays.

Community Services

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Preschool

- July summer camp ended last week. This week Staff have been prepping for the upcoming school year and taking required online continuing education classes.
- We are still accepting applications for the open Preschool Aide position.
- Enrollment for the 2025-2026 School Year is ongoing. We have 50 students registered.
 - ABC AM - 19 students (AT CAPACITY)
 - ABC PM - 12 students
 - Adventures in Learning - 19 students (AT CAPACITY)

Sports

- Coach Pitch registration closed on Monday, July 21. There are 65 kids registered, which is the most to date.
- Registration for Fall Sports is still going strong. There are currently 299 kids registered (Basketball – 137; Tee Ball – 148; Flag Football – 69). Last year at this time we had 238 kids registered.
- We are working with BEST and Strong Minds to finalize their fall classes and get them on the calendar.

Special Events

- This week we focused on marketing our Fall Festival to potential artists through various online art fair and artist resource platforms. So far 72 vendors have applied to participate in our Fall Festival of Arts scheduled for November 1 & 2.
- We have been working to secure public safety, utility, and construction companies for our November 15th Touch-A-Truck event.

- We are also finalizing our Arts in the Park concert series schedule, bands and sponsors.

City Engineer (Keith Drunasky)

- Approved Public Works application for new Flock Camera on Village Parkway, east side of the roundabout.
- Processed Public Works right of way applications for Wyverd, Cox, CenturyLink.
- Completed multiple site inspections of construction activities, including Story Cannabis, AFHS Hilltop earthwork operations, perimeter wall CIP Liberty Utilities, PW Palm Tree installations, etc.
- Received price for Camelback Park Parking Lot, which was approximately \$150k over current CIP budget. Will be reaching out to other contractors for proposals.
- Met with Haydon Construction to discuss a possible contract to move forward with construction of the new Library facility on the hilltop.
- Met with staff on Hilltop project status.
- Met with City of Glendale to discuss annexations of Litchfield Road and Basha's/Goodwill shopping centers.
- Met onsite for AFHS stockpile and earthwork locations on the hilltop property.

Communications (Yosha Brunson Kuhl)

- Social media guidelines and calendar process completed
- Social media channels are now directed by Communications
- Met with Liberty Utilities communications and other staff

Special Projects/Planning Department (Randy Proch)

Special Projects

- Phase 1 hilltop Improvements for the park space are nearing a final draft design for consideration and engineering evaluation. The GYFD has also provided feedback to ensure proper access and protection. Once confirmed, the design will be shared through RPG and a public meeting for feedback. RPG has been involved in hilltop planning and a public meeting was held in January for hilltop amenities.
- The school campus has moved a tremendous amount of dirt and the former salt cedar ravine has been completely filled in. The remaining spoils will continue to form the future parking lot and terrace spaces along the north side of the property.
- The final conceptual plans for Litchfield Square Lot 13 and Lot 14 (Poyner) have not been resubmitted. These plans are expected shortly towards a planned approval in September which will include the sale of the lots and approval of the Development Agreement.
- The plans for Lot 1 and Lot 2 (Rudolfo) are being converted into construction drawings. The developer is seeking COLP feedback on the planned Public Works yard as part of the improvements abutting the lots. Staff will provide the necessary details to include as part of the construction.
- Through Council's support during the last meeting, staff are working with the engineering firm tasked with providing a scope of services and fee for design and

engineering of the phased parking garage solution. Staff will bring back the contract for consideration, once finalized and agreed.

Planning Department

- Staff has processed 14 active applications for Design Review and 1 sign permit this week. Nearly all cases will proceed to the DRB meeting on August 7, while four will be heard at a Special Meeting on the following Thursday as a combination BOA/DRB hearing.
- Final data is being assembled to create a repository of all COLP parcel data for zoning purposes that would include development standards such as setbacks, lot coverage, and building heights to expedite residential inquiries.

Building Safety Department (Brian Bertucci)

- Permit submittals 3
- Permits issued 4
- Field inspections 16
- The masonry stair tower and elevator shaft are almost complete at Heritage Place Litchfield Square.
- AFSD classroom plans are 99% complete for permit issuance at the Hilltop.

Public Works Department (Kyle Ames)

- Staff met with Don Campbell with The Campbell Collaborative landscape architects this week to review and discuss the landscape design and layout for the La Loma hilltop.
- Staff sent over Public Works facility requirements and needs to Motley Design Group for the new Public Works facility design. Covered areas, storage and administrative areas are being addressed for square footage.
- Staff met with Altitude Recreation this week to gather square footage calculations for the EWF (Engineered Wood Fiber) playground requirements for fall safe areas.
- WCA have started the California fan palm trimming this week. Maintenance is still ongoing.
- Currently, Tierra Verde Lake is being treated for the aquatic weed Brittle Naiad by Arizona Lake and Pond Management. This invasive species is commonly found in urban ponds and lakes and is cross contaminated by waterfowl. Treatment with the chemical is a slow process to not disturb the current aquatic life. The complete removal of the weed should be within the next two weeks.

Human Resource Department (Lisa Adams-Williams)

- Hiring:
 - Open Positions
 - ♣ Preschool Aide (PM) - Interviews in progress
 - ♣ Maintenance Technician 2 openings—2 candidates in pre-employment process
 - ♣ Cashier – 1 hire complete— 1 still needed
 - ♣ Site Supervisors – 2 needed
- Department Projects (In Progress/Completed)
 - Department Job Descriptions/Class & Comp.—in progress

- o System Audits
- o Policy Updates
- o Retirement Project – in progress
- o GCU is offering City Employee a 10% Tuition Discounts and a 5% discount to City Employees' immediate family members within the household (spouse and kids)--finalizing details—on hold pending review of documents.
- Wellness/ EAC
 - o August 7th Health Screening @ City Hall Conference Room
 - o August 20th Ice Cream Social
 - o On-hold until after July 1st: \$0.00/Zero Co-Pay--Free Vaccination Program at partnering pharmacies for the following immunization shots: Covid-19, Influenza, Pneumonia, Tetanus/Diphtheria, Hepatitis A, Hepatitis B, meningitis, Shingles, MMR, HPV, Pertussis and Varicella. Confirming locations/location list will be made available to employees.

City Clerk's Department (Terri Roth)

- Clerk Staff attended the AMCA Annual Conference and Elections training this week.
- Clerk held a public surplus sale. Another one is scheduled to start next week.

Finance/Intergov/IT Department/ACM (Paige Peterson)

Finance

- Staff uploaded a preliminary general ledger to the auditor's sharefile so they can begin selecting FY2025 transactions to sample.

Assistant City Manager / Intergov update

- No report.

IT

- No report.

Code Enforcement (Rena Dosch)

- Opened seven new cases
- Closed eleven cases due to compliance
- Mailed one Notice of Violation
- Conducted proactive and reactive inspections

Administration

- I would like to thank Paige for being in charge in my absence. My family and I had a great vacation.
- Staff met with Glendale to discuss the LP acquisition of Litchfield Road from Missouri to Montebello alignment and the annexation of the shopping centers at Camelback/Dysart. As a reminder, LP has offered to "take" Litchfield Road from Missouri to Montebello alignment and cover signal and maintenance costs in exchange for Glendale allowing us the opportunity to annex the Camelback/Dysart shopping centers.
- Discussions are ongoing with the Scout Lodge group regarding building their own new Scout Lodge. If this is possible, the city could do an agreement with the group such as the agreement with Agua Fria where the City would own the land but the Scouts would own and maintain the new Scout Lodge. Otherwise, if the old Scout Lodge is moved and improved it would have to be open to other non-profits due to the gifting clause.

- Staff met to discuss CIP projects, 10-year street maintenance plan, etc. Staff are looking to tie projects together when possible such as crack sealing on multiple streets, issue with stormwater flooding near Sagebrush/Neolin, etc. Staff are updating the 10-year street maintenance plan to include the Litchfield Square streets.
- See Executive Session on Colliers.
- Staff have moved into multiple offices in city hall including the old court office, and new office. The former Public Works office trailer will be removed shortly. Also, the city office space at the library is being utilized.
- SHPO has approved the hilltop property to move forward to the next step in the historic registry process. Thank you Councilmember Allen for attending the SHPO meeting.

Coming Events:

- August Council Meeting, Wednesday, August 6th (due to League Conference)
- Council Retreat, Monday, August 18th
- League Conference, August 19-22
- There will not be a council meeting on August 20th.

Respectfully submitted,

Matthew C. Williams

City Manager



CITY COUNCIL COMMUNICATION

Presentations Item VI.A
Employee of the Quarter

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Lisa Adams-Williams, Director of Human Resources
Through: Matthew Williams, City Manager
Meeting Date: 8/6/2025
Presenter: Thomas L. Schoaf, Mayor

RECOMMENDED MOTION:

N/A

BACKGROUND/DISCUSSION:

Mayor Schoaf may present a certificate to Eduardo Navarro Gurrola, Maintenance Technician I, a certificate as the recipient of the 2nd quarter of 2025.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

1. 2nd Qtr. 2025_Eduardo Navarro Gurrola
2. EOQ Council Notice_2nd Quarter 2025



In appreciation of your service,
we hereby present to

Eduardo Navarro Gurrola

the Employee of the Quarter award recognizing his outstanding quality of
work and public ambassadorship for the quarter ending June 30, 2025.

City of Litchfield Park

This 22nd Day of July 2025

Matthew Williams
City Manager



Thomas L. Schoaf
Mayor



Nominees for the 2nd Quarter of 2025

Employee	Department	Number of Nominations
Monica Amaro	City Hall	1
Brittney Martinez	Rec Center	1
Eduardo Navarro Gurrola	Public Works	1
Roy Orona	Public Works	1
Raul Rivera	Public Works	1
Isabella Subject	Rec Center	1

Employee of the 2nd Quarter of 2025:
Eduardo Navarro Gurrola



CITY COUNCIL COMMUNICATION

Reports Item VII.A.1
Goodyear Fire Report

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Chief Paul Luizzi, GYFD
Through: Matthew Williams, City Manager
Meeting Date: 8/6/2025
Presenter: Chief Wayne, GYFD

RECOMMENDED MOTION:

N/A

BACKGROUND/DISCUSSION:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

1. GYFD Monthly Report - June 2025
2. GYFD Monthly Report - July 2025

Goodyear Fire Department
Incident Report
City of Litchfield Park
Date Range: 06/01/2025 - 06/30/2025

Apparatus	Jurisdiction
E54	Phoenix
BC171 - E175	Avondale
BC181 - E185, CR181	Goodyear



Incident Number	Apparatus ID	Incident Date	Arrival Time	Property Use	Incident Type	Street Prefix	Street Name	Street Type
25247561	E183	6/4/2025	19:42:46	963 - Street	321 - EMS call	North	LITCHFIELD	Road
25261008	E183	6/13/2025	15:02:27	419 - Residential	321 - EMS call	North	VILLAGE	Parkway
25276157	BC181	6/23/2025	13:23:50	419 - Residential	3211 - EMS Code		ANCORA	Drive
25241856	E183	6/1/2025	6:05:39	459 - Assisted Living	3212 - ALS EMS Call	South	DENNY	Boulevard
25243185	E174	6/2/2025	3:11:41	459 - Assisted Living	3212 - ALS EMS Call	West	LAS CRUCES	Drive
25244720	E183	6/3/2025	0:25:38	419 - Residential	3212 - ALS EMS Call	West	ORCHARD	Lane
25245192	E183	6/3/2025	10:11:08	419 - Residential	3212 - ALS EMS Call	East	CASCADA	Road
25250105	E174	6/6/2025	12:36:43	161 - Restaurant	3212 - ALS EMS Call	West	CAMELBACK	Road
25254204	E183	6/9/2025	8:23:23	311 - Nursing home	3212 - ALS EMS Call	West	DENNY	Boulevard
25255096	E183	6/9/2025	18:42:59	419 - Residential	3212 - ALS EMS Call	West	AZURE	Lane
25255605	E174	6/10/2025	6:00:46	459 - Assisted Living	3212 - ALS EMS Call	West	LAS CRUCES	Drive
25256740	E174	6/10/2025	20:27:04	161 - Restaurant	3212 - ALS EMS Call	West	INDIAN SCHOOL	Road
25259938	E183	6/12/2025	21:38:05	419 - Residential	3212 - ALS EMS Call		LAGUNA	Drive
25262160	E183	6/14/2025	10:07:31	419 - Residential	3212 - ALS EMS Call	North	ALDEA	Road
25263165	E183	6/14/2025	23:09:28	419 - Residential	3212 - ALS EMS Call	East	SAGEBRUSH	Street
25263930	E183	6/15/2025	13:33:16	419 - Residential	3212 - ALS EMS Call	East	PALM	Street
25264236	E183	6/15/2025	17:57:57	459 - Assisted Living	3212 - ALS EMS Call	West	LAS CRUCES	Drive
25270485	E183	6/19/2025	17:09:51	141 - Health club	3212 - ALS EMS Call	North	OLD LITCHFIELD	Road
25273964	E183	6/21/2025	23:57:46	419 - Residential	3212 - ALS EMS Call	East	ESTERO	Lane
25275946	E174	6/23/2025	11:09:48	161 - Restaurant	3212 - ALS EMS Call	North	DYSART	Road
25276066	E183	6/23/2025	12:20:31	419 - Residential	3212 - ALS EMS Call	East	LAGUNA ROYALE	Drive
25276359	E183	6/23/2025	15:36:00	311 - Nursing home	3212 - ALS EMS Call	West	DENNY	Boulevard
25280364	E183	6/26/2025	7:32:07	459 - Assisted Living	3212 - ALS EMS Call	South	DENNY	Boulevard
25285663	E174	6/29/2025	15:55:43	419 - Residential	3212 - ALS EMS Call	West	BAHIA	Lane
25286747	E183	6/30/2025	10:28:15	311 - Nursing home	3212 - ALS EMS Call	West	DENNY	Boulevard
25287135	E174	6/30/2025	14:49:36	459 - Assisted Living	3212 - ALS EMS Call	West	DENNY	Boulevard
25241893	E183	6/1/2025	7:11:04	419 - Residential	3213 - BLS EMS Call	West	MODESTO	Drive
25242753	LT175	6/1/2025	19:09:23	960 - Residential	3213 - BLS EMS Call	North	LITCHFIELD	Road
25248259	E174	6/5/2025	10:00:58	459 - Assisted Living	3213 - BLS EMS Call	West	LAS CRUCES	Drive
25249236	E185	6/5/2025	21:15:09	419 - Residential	3213 - BLS EMS Call	West	LUNA	Drive
25252732	E183	6/8/2025	6:14:22	962 - Street	3213 - BLS EMS Call	South	OLD LITCHFIELD	Road
25256646	R184	6/10/2025	19:08:18	419 - Residential	3213 - BLS EMS Call	West	LUNA	Drive
25257664	E183	6/11/2025	12:51:51	419 - Residential	3213 - BLS EMS Call	West	ESCONDIDO	Court
25258256	R183	6/11/2025	20:03:08	459 - Assisted Living	3213 - BLS EMS Call	West	DENNY	Boulevard
25260779	E183	6/13/2025	12:44:43	419 - Residential	3213 - BLS EMS Call	West	VALLEY VIEW	Drive
25264096	E174	6/15/2025	15:59:07	459 - Assisted Living	3213 - BLS EMS Call	West	LAS CRUCES	Drive
25265264	CR181	6/16/2025	11:31:51	340 - Clinics	3213 - BLS EMS Call	West	CAMELBACK	Road
25265838	E183	6/16/2025	18:01:32	459 - Assisted Living	3213 - BLS EMS Call	West	DENNY	Boulevard
25266519	E183	6/17/2025	7:53:54	419 - Residential	3213 - BLS EMS Call		LAGUNA	Drive
25268332	E183	6/18/2025	11:12:33	419 - Residential	3213 - BLS EMS Call	West	VILLAGE	Parkway
25271161	E183	6/20/2025	4:04:50	419 - Residential	3213 - BLS EMS Call		ANCORA	Drive
25271799	E183	6/20/2025	14:01:03	419 - Residential	3213 - BLS EMS Call		ANCORA	Drive
25271938	E183	6/20/2025	15:45:06	429 - Apartment	3213 - BLS EMS Call	West	VILLAGE	Parkway
25277851	E183	6/24/2025	14:40:38	161 - Restaurant	3213 - BLS EMS Call	North	OLD LITCHFIELD	Road
25282815	E183	6/27/2025	18:10:06	459 - Assisted Living	3213 - BLS EMS Call	West	DENNY	Boulevard
25283812	E174	6/28/2025	11:38:59	419 - Residential	3213 - BLS EMS Call	North	FLORENCE	Avenue
25285646	E183	6/29/2025	15:49:07	311 - Nursing home	3213 - BLS EMS Call	West	DENNY	Boulevard
25286663	E183	6/30/2025	9:30:11	311 - Nursing home	3213 - BLS EMS Call	West	DENNY	Boulevard
25243839	E174	6/2/2025	12:23:15	960 - Street	3223 - ALS 962	West	CAMELBACK	Road
25252330	E183	6/7/2025	21:51:05	960 - Street	3223 - ALS 962	North	DYSART	Road
25253793	E174	6/8/2025	22:13:25	960 - Street	3223 - ALS 962	West	CAMELBACK	Road
25242358	E174	6/1/2025	14:02:56	419 - Residential	440 - Service Call	East	BIRD	Lane
25254763	E174	6/9/2025	14:55:24	500 - Mercantile	462 - Stand by	North	DYSART	Road
25275731	E183	6/23/2025		459 - Assisted Living	611 - Cancelled - En Route	South	DENNY	Boulevard
25277633	E54	6/24/2025	11:56:37	459 - Assisted Living	611 - Cancelled - En Route	West	DENNY	Boulevard
25261083	E174	6/13/2025		419 - Residential	611 - Cancelled - En Route	East	CASCADA	Road
25262974	E174	6/14/2025		960 - Street	611 - Cancelled - En Route	West	CAMELBACK	Road
25270599	E174	6/19/2025		419 - Residential	611 - Cancelled - En Route	East	PALM	Street
25284312	E183	6/28/2025	18:17:54	419 - Residential	6111 - Cancelled - On scene	South	DESERT	Avenue

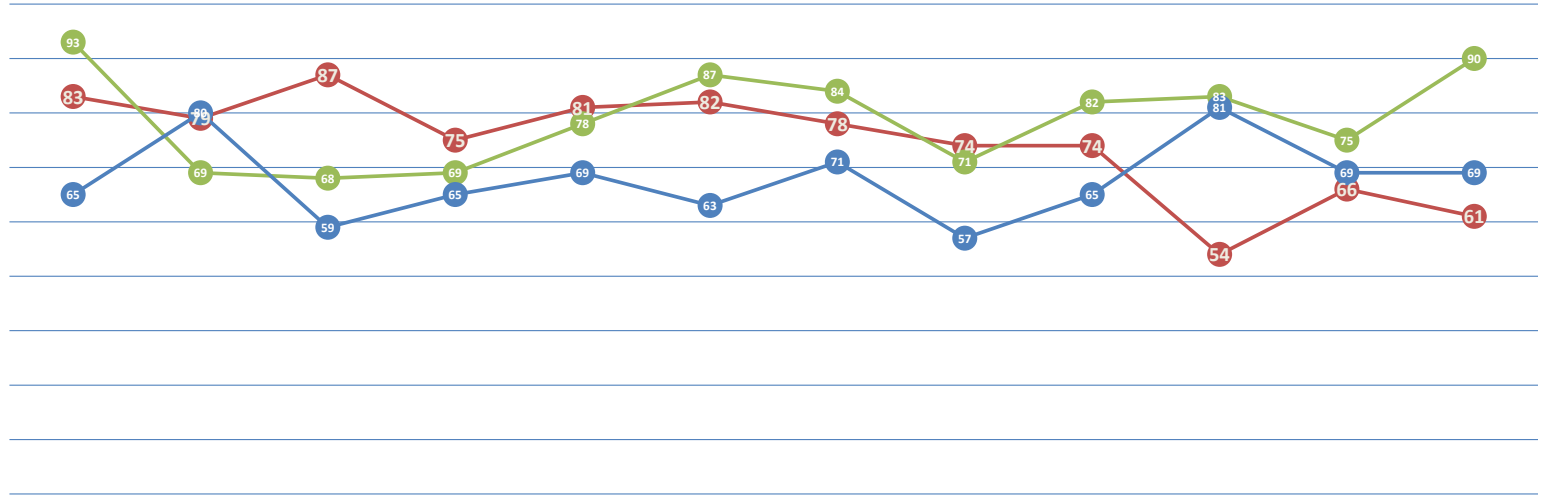
Goodyear Fire Department
Incident Report
City of Litchfield Park
Date Range: 06/01/2025 - 06/30/2025

Apparatus	Jurisdiction
E54	Phoenix
BC171 - E175	Avondale
BC181 - E185, CR181	Goodyear



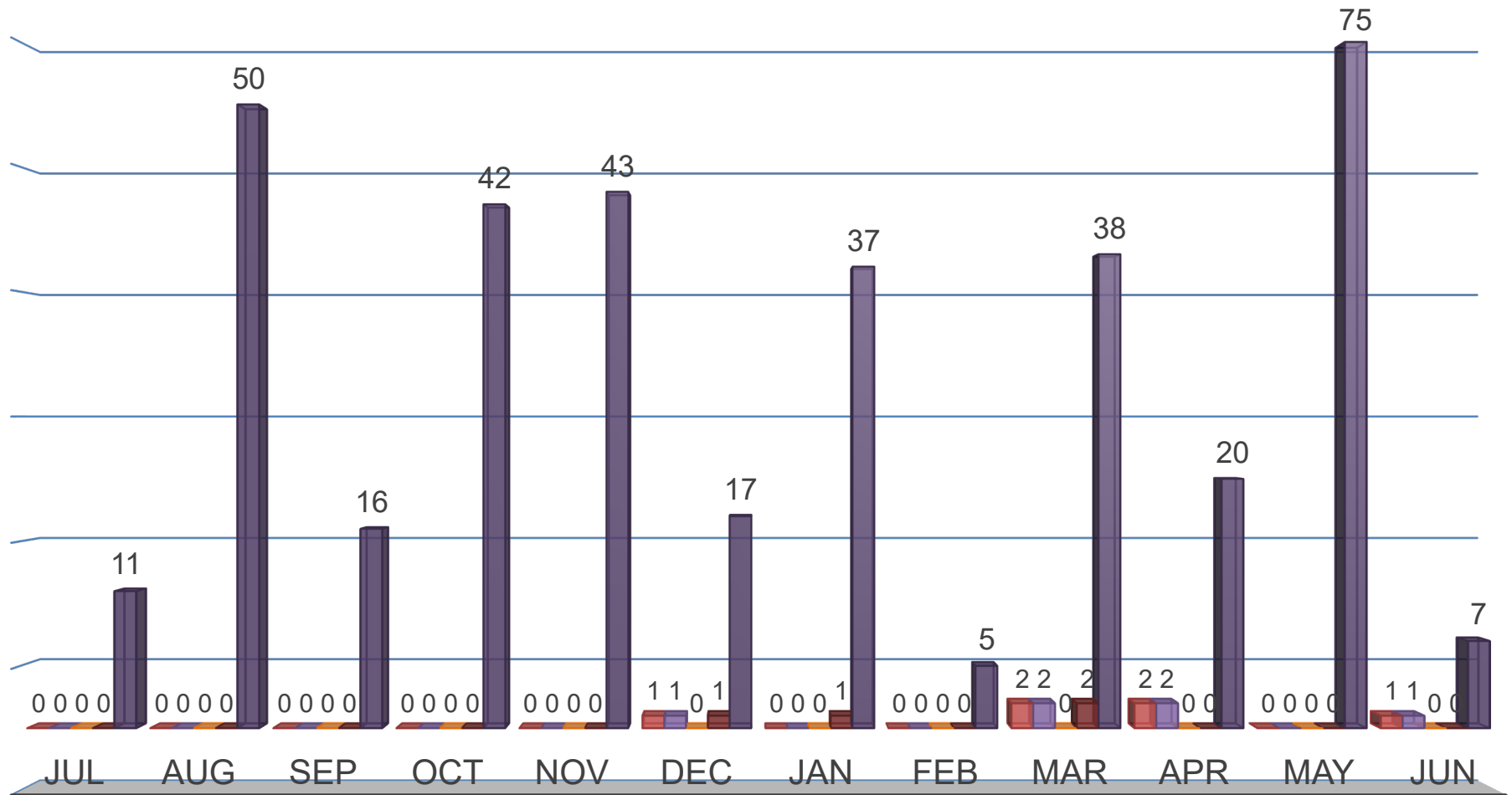
Incident Number	Apparatus ID	Incident Date	Arrival Time	Property Use	Incident Type	Street Prefix	Street Name	Street Type
25243087	E183	6/2/2025	0:46:43	131 - Church	735 - Alarm malfunction	South	OLD LITCHFIELD	Road
25286680	E174	6/30/2025	9:37:30	131 - Church	735 - Alarm malfunction	South	OLD LITCHFIELD	Road
61	Total Responses							

FY24-25 LFP ANNUAL TREND

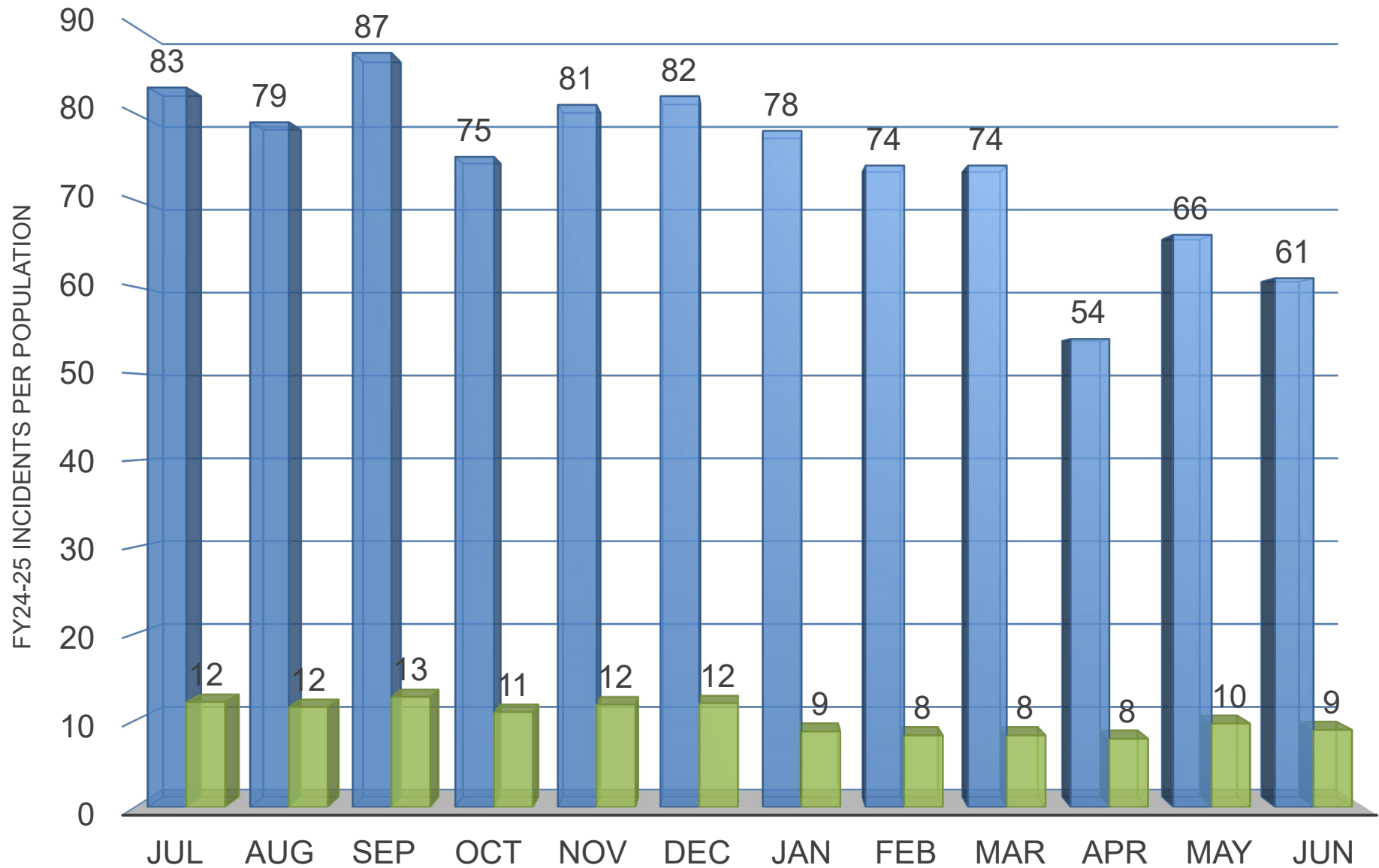


	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Incidents FY24-25	83	79	87	75	81	82	78	74	74	54	66	61
Incidents FY23-24	93	69	68	69	78	87	84	71	82	83	75	90
Incidents FY22-23	65	80	59	65	69	63	71	57	65	81	69	69

INCIDENT TYPES	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total	YTD	Annual Trend
100 - All Fires	5	2	2	1	0	1	1	0	2	1	0	0	15	15	
200 - Explosion	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
300 - EMS	69	67	72	65	70	71	63	62	59	48	61	51	758	758	
400 - Hazardous Conditions	3	1	2	1	2	2	2	2	3	0	2	2	22	22	
500 - Calls for Service	2	3	2	2	3	2	6	0	1	1	0	0	22	22	
600 - Good Intent	2	6	7	5	3	3	3	8	4	3	1	6	51	51	
700 - False Alarm/False Calls	2	0	2	1	3	3	3	2	5	1	2	2	26	26	
800 - Severe Weather	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
900 - Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Incidents FY24-25	83	79	87	75	81	82	78	74	74	54	66	61	894	894	
Incidents FY23-24	93	69	68	69	78	87	84	71	82	83	75	90	934	934	
Incidents FY22-23	65	80	59	65	69	63	71	57	65	81	69	69	813	813	
Incidents Increase/Decrease	-10	10	19	6	3	-5	-6	3	-8	-29	-9	-29			
Percentage Increase/Decrease	11%	14%	28%	9%	4%	6%	7%	4%	10%	35%	12%	32%			



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Plan Reviews	0	0	0	0	0	1	0	0	2	2	0	1
Construction Permits	0	0	0	0	0	1	0	0	2	2	0	1
Construction Inspections	0	0	0	0	0	0	0	0	0	0	0	0
Special Event Inspections	0	0	0	0	0	1	1	0	2	0	0	0
Occupancy Inspections	11	50	16	42	43	17	37	5	38	20	75	7

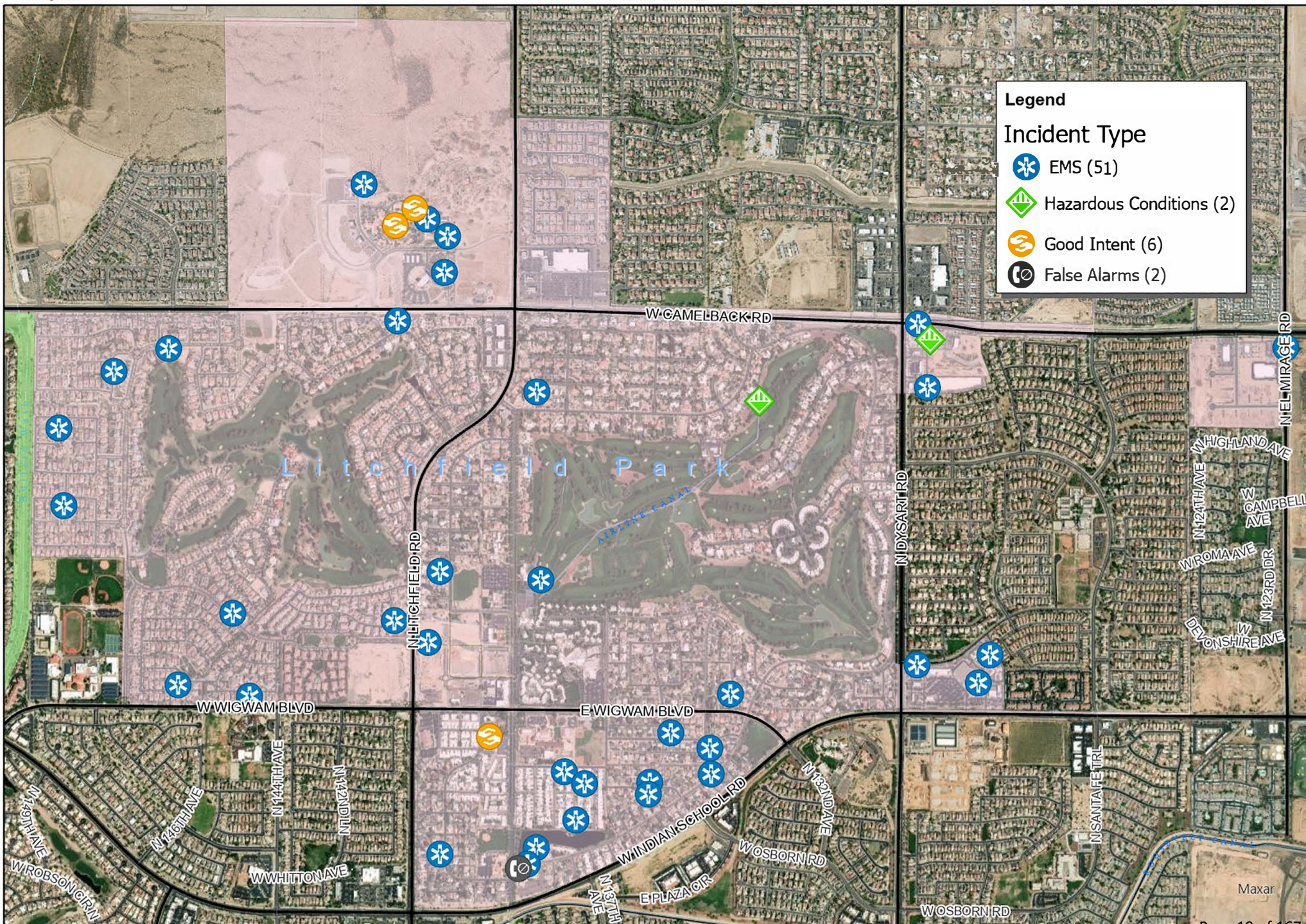


	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Litchfield Park	83	79	87	75	81	82	78	74	74	54	66	61
Incidents per 1000 pop.	12	12	13	11	12	12	9	8	8	8	10	9

■ Litchfield Park ■ Incidents per 1000 pop.



0 0.13 0.25 0.5 Miles



Goodyear Fire Department
Incident Report
City of Litchfield Park
Date Range: 07/01/2025 - 07/31/2025

Apparatus	Jurisdiction
E54	Phoenix
BC171 - E175	Avondale
BC181 - E185, CR181	Goodyear



Incident Number	Apparatus ID	Incident Date	Arrival Time	Property Use	Incident Type	Street Prefix	Street Name	Street Type
25296578	E183	7/6/2025	14:47:25	429 - Apartment / Condo	3211 - EMS Code	North	DENNY	Boulevard
25293450	E174	7/4/2025	15:34:25	519 - Grocery store	3212 - ALS EMS Call	West	INDIAN SCHOOL	Road
25293452	E183	7/4/2025	15:38:34	311 - Nursing home	3212 - ALS EMS Call	West	DENNY	Boulevard
25293664	E183	7/4/2025	18:25:58	419 - Residential	3212 - ALS EMS Call	North	HIDDEN	Terrace
25294591	E183	7/5/2025	5:25:17	449 - Hotel/motel	3212 - ALS EMS Call	East	WIGWAM	Boulevard
25295624	E183	7/5/2025	20:50:06	449 - Hotel/motel	3212 - ALS EMS Call	East	WIGWAM	Boulevard
25295647	E174	7/5/2025	21:13:46	449 - Hotel/motel	3212 - ALS EMS Call	East	WIGWAM	Boulevard
25296772	E183	7/6/2025	17:16:24	429 - Apartment / Condo	3212 - ALS EMS Call	West	WIGWAM	Boulevard
25300849	E181	7/9/2025	9:06:16	965 - Parking area	3212 - ALS EMS Call	West	CAMELBACK	Road
25302692	E183	7/10/2025	10:51:43	459 - Assisted Living	3212 - ALS EMS Call	South	DENNY	Boulevard
25306664	E183	7/12/2025	20:44:06	429 - Apartment / Condo	3212 - ALS EMS Call	South	OLD LITCHFIELD	Road
25307460	E174	7/13/2025	12:01:53	419 - Residential	3212 - ALS EMS Call	East	BIRD	Lane
25310627	E183	7/15/2025	14:49:18	459 - Assisted Living	3212 - ALS EMS Call	West	DENNY	Boulevard
25311546	E183	7/16/2025	7:07:00	419 - Residential	3212 - ALS EMS Call	North	MADERA	Circle
25316007	E183	7/18/2025	23:11:51	459 - Assisted Living	3212 - ALS EMS Call	South	DENNY	Boulevard
25316162	E183	7/19/2025	2:55:50	449 - Hotel/motel	3212 - ALS EMS Call	East	WIGWAM	Boulevard
25318055	E174	7/20/2025	12:38:39	459 - Assisted Living	3212 - ALS EMS Call	West	LAS CRUCES	Drive
25319286	E183	7/21/2025	10:41:39	419 - Residential	3212 - ALS EMS Call		BAHIA	Lane
25321296	E174	7/22/2025	16:33:07	459 - Assisted Living	3212 - ALS EMS Call	West	LAS CRUCES	Drive
25321632	E174	7/22/2025	21:00:54	419 - Residential	3212 - ALS EMS Call	East	SEGOVIA	Drive
25322655	E185	7/23/2025	15:10:35	519 - Grocery store	3212 - ALS EMS Call	West	CAMELBACK	Road
25324210	E183	7/24/2025	15:49:56	419 - Residential	3212 - ALS EMS Call	East	WIGWAM	Boulevard
25325049	E174	7/25/2025	7:01:43	459 - Assisted Living	3212 - ALS EMS Call	West	LAS CRUCES	Drive
25325708	E174	7/25/2025	15:02:17	459 - Assisted Living	3212 - ALS EMS Call	West	DENNY	Boulevard
25326922	E185	7/26/2025	11:57:30	459 - Assisted Living	3212 - ALS EMS Call	West	DENNY	Boulevard
25328552	E183	7/27/2025	15:20:06	449 - Hotel/motel	3212 - ALS EMS Call	East	WIGWAM	Boulevard
25329143	E183	7/28/2025	0:36:48	311 - Nursing home	3212 - ALS EMS Call	West	DENNY	Boulevard
25332936	E183	7/30/2025	13:12:18	449 - Hotel/motel	3212 - ALS EMS Call	North	OLD LITCHFIELD	Road
25333293	E174	7/30/2025	17:24:16	459 - Assisted Living	3212 - ALS EMS Call	West	LAS CRUCES	Drive
25333679	E183	7/30/2025	23:00:48	449 - Hotel/motel	3212 - ALS EMS Call	South	OLD LITCHFIELD	Road
25333783	E183	7/31/2025	1:31:45	419 - Residential	3212 - ALS EMS Call	East	LAGUNA ROYALE	Drive
25333859	E174	7/31/2025	4:55:02	459 - Assisted Living	3212 - ALS EMS Call	West	LAS CRUCES	Drive
25334274	E174	7/31/2025	11:01:33	419 - Residential	3212 - ALS EMS Call		LAGUNA	Drive
25290680	E174	7/2/2025	18:46:45	459 - Assisted Living	3213 - BLS EMS Call	West	LAS CRUCES	Drive
25292250	E183	7/3/2025	17:53:18	419 - Residential	3213 - BLS EMS Call	West	BENT TREE	Circle
25292881	E183	7/4/2025	6:50:26	419 - Residential	3213 - BLS EMS Call	North	VILLAGE	Parkway
25294563	E183	7/5/2025	4:48:27	459 - Assisted Living	3213 - BLS EMS Call	South	DENNY	Boulevard
25296043	E183	7/6/2025	6:07:13	429 - Apartment / Condo	3213 - BLS EMS Call	South	DENNY	Boulevard
25296692	LT184	7/6/2025	16:03:23	161 - Restaurant	3213 - BLS EMS Call	West	CAMELBACK	Road
25301200	E183	7/9/2025	12:41:04	459 - Assisted Living	3213 - BLS EMS Call	West	DENNY	Boulevard
25305427	E183	7/12/2025	1:14:14	419 - Residential	3213 - BLS EMS Call		ANCORA	Drive
25306840	E183	7/12/2025	23:33:13	419 - Residential	3213 - BLS EMS Call	West	VERBENA	Lane
25308193	E183	7/13/2025	22:51:35	459 - Assisted Living	3213 - BLS EMS Call	West	DENNY	Boulevard
25310129	E183	7/15/2025	9:18:27	500 - Mercantile	3213 - BLS EMS Call	West	CAMELBACK	Road
25310275	E174	7/15/2025	10:51:18	459 - Assisted Living	3213 - BLS EMS Call	South	DENNY	Boulevard
25311549	E174	7/16/2025	7:07:28	459 - Assisted Living	3213 - BLS EMS Call	West	LAS CRUCES	Drive
25312345	E183	7/16/2025	16:37:40	161 - Restaurant	3213 - BLS EMS Call	North	OLD LITCHFIELD	Road
25314769	E174	7/18/2025	7:26:14	459 - Assisted Living	3213 - BLS EMS Call	West	LAS CRUCES	Drive
25320662	E183	7/22/2025	9:46:02	459 - Assisted Living	3213 - BLS EMS Call	South	DENNY	Boulevard
25323662	E183	7/24/2025	9:44:42	311 - Nursing home	3213 - BLS EMS Call	West	DENNY	Boulevard
25324994	E183	7/25/2025	5:38:26	459 - Assisted Living	3213 - BLS EMS Call	West	DENNY	Boulevard
25328301	E185	7/27/2025	11:41:59	419 - Residential	3213 - BLS EMS Call	West	PACIFICO	Circle
25328895	E183	7/27/2025	20:08:40	459 - Assisted Living	3213 - BLS EMS Call	West	DENNY	Boulevard
25329654	E183	7/28/2025	10:42:56	459 - Assisted Living	3213 - BLS EMS Call	West	LAS CRUCES	Drive
25329665	L175	7/28/2025	10:54:15	960 - Street	3213 - BLS EMS Call	West	CAMELBACK	Road
25330217	E183	7/28/2025	17:10:21	519 - Grocery store	3213 - BLS EMS Call	West	CAMELBACK	Road
25332199	E183	7/29/2025	23:46:10	960 - Street	3213 - BLS EMS Call	West	CAMELBACK	Road
25305995	E174	7/12/2025	11:54:32	960 - Street	3223 - ALS 962	West	CAMELBACK	Road
25309137	E183	7/14/2025	15:05:20	961 - Street	3223 - ALS 962	West	BRINTON	Avenue
25322847	E183	7/23/2025	17:16:24	962 - Street	3223 - ALS 962	East	BIRD	Lane
25311920	E174	7/16/2025	11:45:28	419 - Residential	500 - Service call - other	North	VILLA NUEVA	Drive

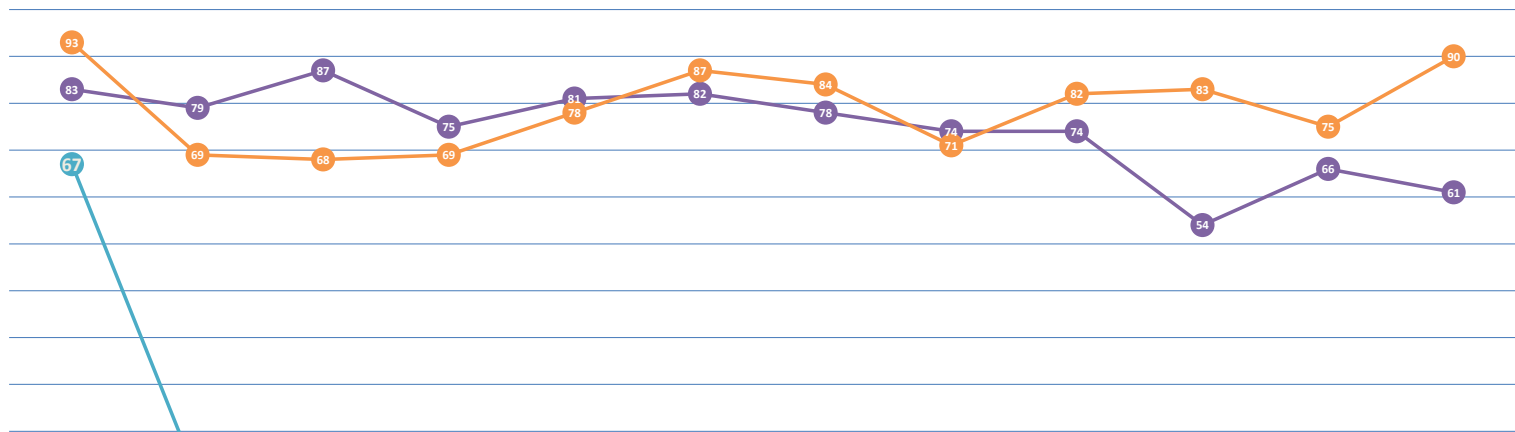
Goodyear Fire Department
Incident Report
City of Litchfield Park
Date Range: 07/01/2025 - 07/31/2025

Apparatus	Jurisdiction
E54	Phoenix
BC171 - E175	Avondale
BC181 - E185, CR181	Goodyear



Incident Number	Apparatus ID	Incident Date	Arrival Time	Property Use	Incident Type	Street Prefix	Street Name	Street Type
25293070	E183	7/4/2025		459 - Assisted Living	611 - Cancelled - En Route	South	DENNY	Boulevard
25313129	E183	7/17/2025		459 - Assisted Living	611 - Cancelled - En Route	West	DENNY	Boulevard
25314785	E183	7/18/2025		960 - Street	611 - Cancelled - En Route	South	OLD LITCHFIELD	Road
25300425	E183	7/8/2025	23:18:28	419 - Residential	735 - Alarm malfunction	West	MOUNTAIN VIEW	Drive
25304666	E174	7/11/2025	14:27:43	340 - Clinics	735 - Alarm malfunction	North	DYSART	Road
25305166	E174	7/11/2025	20:25:52	340 - Clinics	735 - Alarm malfunction	North	DYSART	Road
67	Total Responses							

FY26
LFP Annual Trend

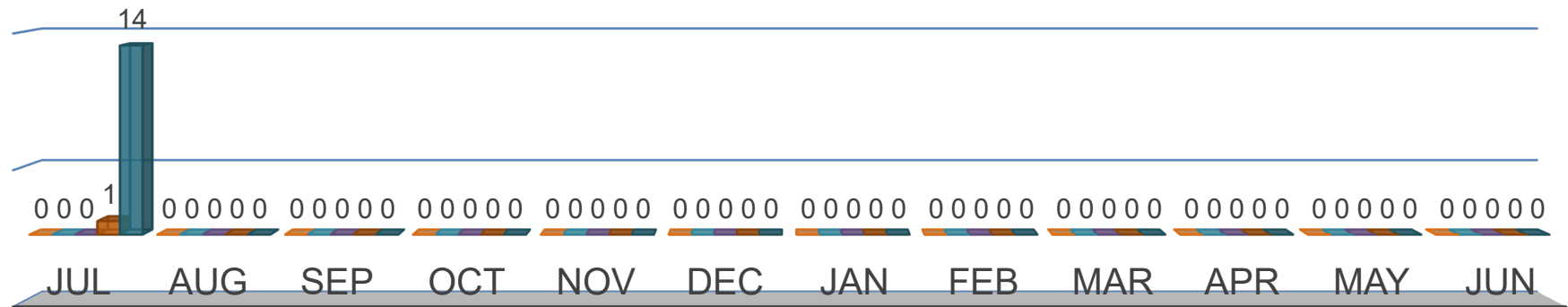


Incidents FY26
Incidents FY25
Incidents FY24

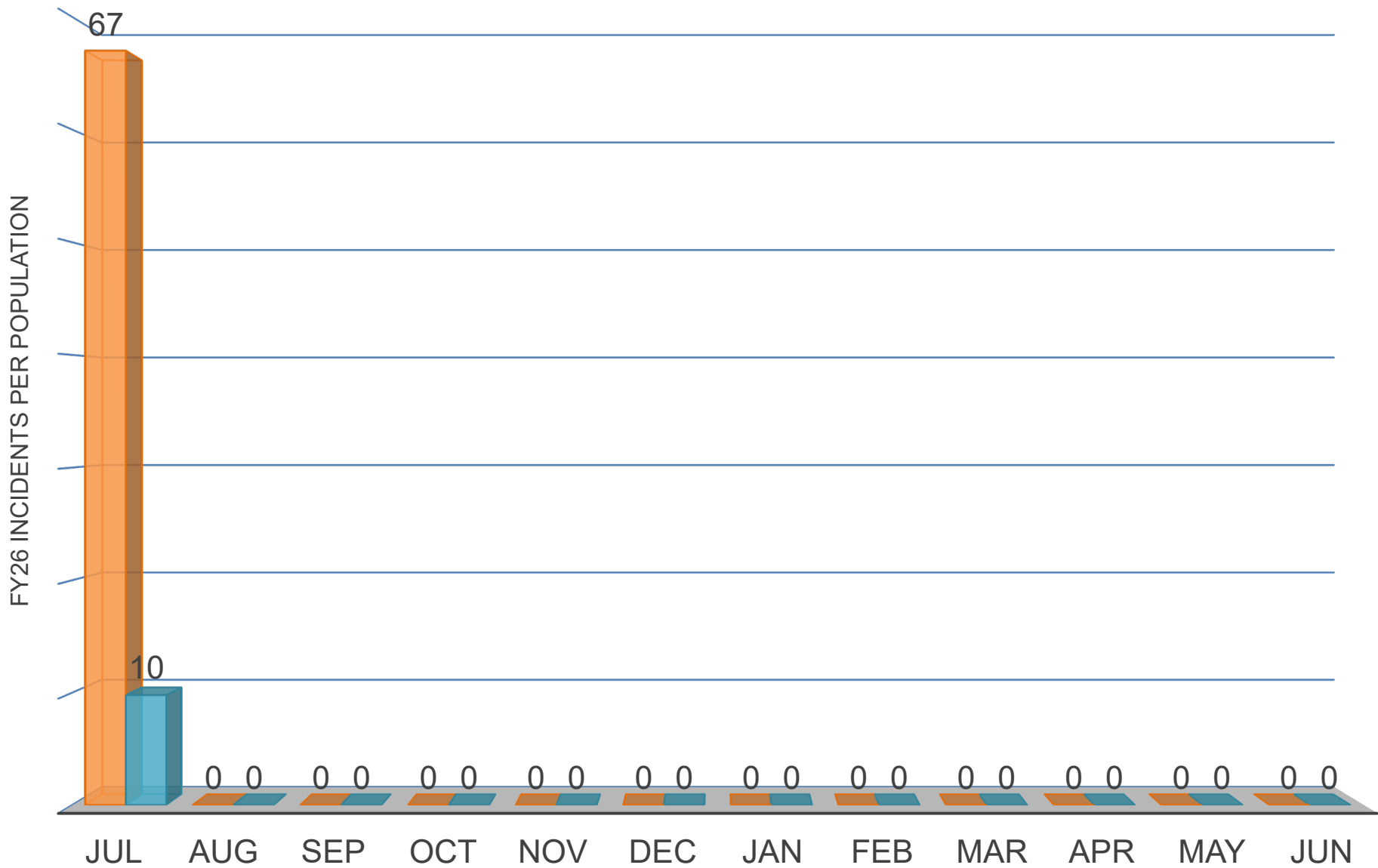
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Incidents FY26	67	0	0	0	0	0	0	0	0	0	0	0
Incidents FY25	83	79	87	75	81	82	78	74	74	54	66	61
Incidents FY24	93	69	68	69	78	87	84	71	82	83	75	90

INCIDENT TYPES	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total	YTD	Annual Trend
100 - All Fires	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
200 - Explosion	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
300 - EMS	60	0	0	0	0	0	0	0	0	0	0	0	60	720	
400 - Hazardous Conditions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
500 - Calls for Service	1	0	0	0	0	0	0	0	0	0	0	0	1	12	
600 - Good Intent	3	0	0	0	0	0	0	0	0	0	0	0	3	36	
700 - False Alarm/False Calls	3	0	0	0	0	0	0	0	0	0	0	0	3	36	
800 - Severe Weather	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
900 - Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Incidents FY26	67	0	0	0	0	0	0	0	0	0	0	0	67	804	
Incidents FY25	83	79	87	75	81	82	78	74	74	54	66	61	894	934	
Incidents FY24	93	69	68	69	78	87	84	71	82	83	75	90	813	813	
Incidents Increase/Decrease	-16														
Percentage Increase/Decrease	19%														

FY26 INSPECTIONS & PERMITS



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Plan Reviews	0	0	0	0	0	0	0	0	0	0	0	0
Construction Permits	0	0	0	0	0	0	0	0	0	0	0	0
Construction Inspections	0	0	0	0	0	0	0	0	0	0	0	0
Special Event Inspections	1	0	0	0	0	0	0	0	0	0	0	0
Occupancy Inspections	14	0	0	0	0	0	0	0	0	0	0	0



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
■ Litchfield Park	67	0	0	0	0	0	0	0	0	0	0	0
■ Incidents per 1000 pop.	10	0	0	0	0	0	0	0	0	0	0	0

■ Litchfield Park ■ Incidents per 1000 pop.



CITY COUNCIL COMMUNICATION

Reports Item VII.A.2
Avondale Police Department

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Chief Espinoza, Avondale PD
Through: Matthew Williams, City Manager
Meeting Date: 8/6/2025
Presenter: Sgt. Emmett, Avondale PD

RECOMMENDED MOTION:

N/A

BACKGROUND/DISCUSSION:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

1. APD Monthly Report - June 2025
2. APD Monthly Report - July 2025



LAW ENFORCEMENT REPORT
JUNE 2025
PROVIDED BY THE AVONDALE POLICE
DEPARTMENT



This report documents the law enforcement service and activity within the City of Litchfield Park. The Avondale Police Department has a contractual agreement with Litchfield Park and provides their enforcement services. This report reflects the monthly activity along with a comparison of the previous months' activity. A call for service or law enforcement activity does not always generate a written document by the Police Department. This report provides a breakdown of the types of criminal activity within the City of Litchfield Park such as assaults, burglaries and thefts. Also included are the traffic citations issued, traffic accidents and subsequent drug and alcohol violations. The Uniform Crime Reporting procedure is being utilized which is the standard for crime reporting by the FBI. A brief synopsis is provided at the end of this which documents any significant or notable incidents which have occurred.

CRIMINAL/TRAFFIC ACTIVITY

ACTIVITY TYPE	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025
Homicide	0	0	0	0	0	0
Aggravated Assault	0	2	0	1	0	1
Assault	4	0	2	1	0	7
Adult Abuse	0	0	0	0	0	0
Child Crime	0	0	2	0	0	3
Arson/Suspicious Fire	0	0	0	0	0	0
Robbery	0	0	0	0	0	1
Commercial Burglary	0	0	0	0	0	0
Residential Burglary	0	1	2	0	1	0
Vehicle Burglary	1	1	1	0	1	0
Criminal Trespassing	0	2	6	2	2	4
Theft	6	2	2	4	2	2
Fraud	5	6	2	1	5	3
Shoplifting	3	2	1	2	5	1
Stolen Vehicle	0	0	1	0	1	0
Disorderly Conduct	2	2	0	3	0	3
Criminal Damage	3	1	3	4	3	5
DUI	1	1	2	0	0	2
Drug Offense	1	1	1	1	1	1
Wanted Person Arrest	2	2	5	4	4	2
Parking Problem	5	7	4	3	6	7
Accidents	8	22	11	15	9	10
Traffic Offenses (Traffic Stops)	155	132	111	128	126	141
Traffic Warnings*	116	92	79	84	94	97
Citations Issued*	39	40	32	44	32	44
Flock Alerts*	0	6	2	2	3	0
Flock Contacts*	0	0	0	0	1	0

**Note: Traffic warnings are dispositions from traffic stops and can be verbal or written warnings. Citations are combined from vehicle accidents; traffic stops and parking problems. Traffic warnings, citations, traffic stops, parking problems and FLOCK information are for informational purposes and are not included in the number for "Total Calls Tracked" section.*



**LAW ENFORCEMENT REPORT
JUNE 2025
PROVIDED BY THE AVONDALE
POLICE DEPARTMENT**



POLICE & COMMUNITY ASSIST ACTIVITY

ACTIVITY TYPE	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025
Fight/Mutual Combat	0	0	0	0	1	0
Citizen Dispute	2	1	3	3	2	7
Family Fights	1	1	3	3	4	1
Harassment/Stalking	0	1	1	1	1	0
Threats/Threatening	1	1	1	0	1	1
Found/Lost Property	3	3	1	1	7	1
Trespassing Warnings	0	6	3	0	2	0
Stolen Vehicle Recovery	0	0	0	0	1	0
Stolen License Plate Recovery	0	0	0	0	0	0
Recovered Stolen Property	0	0	0	0	0	0
Animal Problem/Concern	2	2	4	4	5	1
Juvenile Disturbance	2	2	5	2	3	1
Runaway/Endangered Juvenile	0	0	0	0	0	2
Missing/Endangered Person	0	1	0	0	1	0
Recovered Person/Juvenile	0	0	0	0	0	0
Noise Disturbance	3	1	4	3	0	5
Suspicious Activity Person	10	4	6	10	8	5
Suspicious Circumstance	3	6	10	9	11	12
Suspicious Activity Vehicle	11	8	7	9	9	3
Citizen Assist	20	23	16	28	14	19
Abandoned Vehicle	3	3	2	3	3	0
City Code Violation	2	6	3	2	4	5
911 Hang Ups	0	1	2	2	5	4
Commercial Alarms	7	7	10	9	9	15
Residential Alarms	4	3	6	12	10	6
School Zone Details	11	9	4	7	7	0
Speed Zone Details	56	66	34	55	59	45
Natural Death of Person	2	1	0	0	1	1
Suicide	0	0	0	1	0	0
Suicidal Person/Threats	0	0	0	1	0	1
Unsecured Premises Checks	1	1	1	2	2	0
Patrol Vacation Watch	0	2	2	2	1	0
Welfare Checks	16	10	11	18	11	12
Business Checks	108	107	98	94	99	86
Fireworks	1	0	0	0	1	0
Mental Issue	0	0	2	0	0	0
Agency Assist	5	5	6	7	5	8
TOTAL CALLS TRACKED	468	465	396	457	418	428
Community Contacts	20	13	7	5	19	9

FLOCK information:

Alerts:

During the month of June 2025, no FLOCK alerts were received.

Notable Incidents:

Trespassing/Criminal Damage (DR 2527676)

On 06/01/25 at approximately 1659 hours Officers responded to the old St. Thomas Aquinas Mission Church near Neolin and Wigwam Blvd. after four juveniles were observed running into the building. Officers were able to locate and identify the juveniles and subsequently forwarded charges against them to the Maricopa County Attorney's Office- Juvenile Division.

Accident (DR 2528117)

On 06/04/2025 at about 0745 hours, an unknown semi-truck failed to navigate the roundabout located at W Village Pkwy & N La Loma Ave and scraped against the roundabout barrier causing about \$1000 in damage to the barrier and landscaping before leaving the scene. No leads exist.

Wanted Person (DR 2528628)

On 06/07/2025 at about 0604 hours officers were on routine patrol in the area of 124th Ave & Cercado Ln when they observed a subject that was known to have an arrest warrant. Officers contacted the subject and once the warrant was confirmed the subject was arrested and booked into jail without incident.

DUI (DR 2528794)

On 06/08/2025 at about 0350 hours officers conducted a welfare check on an adult male subject who was passed out behind the wheel of his vehicle in the area of Dysart Rd & Camelback Rd. Through investigation the driver showed signs of impairment and was arrested and transported to the Avondale City Jail where he was processed for DUI.

Accident (2528908)

On 6/8/25 at approximately 2205 hours officers responded to area of Camelback Park and Dysart regarding a single vehicle collision. Investigation revealed the driver was traveling north on Dysart when it jumped the median and proceeded to run off roadway left and collided with the cinder block wall and came to rest in the neighborhood park. No signs of impairment were observed. Speed is believed to be a factor. The driver was cited and the vehicle was towed. Litchfield Park Public Works was notified.

Wanted Person/Drug Paraphernalia (DR 2528933)

On 06/09/2025 at about 0617 hours officers were in the area of Dysart Rd & Indian School Rd when they observed a subject who was known to have an arrest warrant. Officers contacted the subject and once the warrant was confirmed the subject was arrested and booked into jail without incident. During a search of the suspect drug paraphernalia was found on his person and he was cited for possession of drug paraphernalia as well.

Assault (DR 2529894)

On 06/15/2025 at about 0126 hours officers responded to the area of Palm St & Florence Ave for a family fight. While on scene officers developed probable cause to arrest an adult female for Assault (domestic violence). She was arrested and booked into jail without incident.

Aggravated Assault/Theft of Credit Cards (DR 2531063)

On 6/21/25 at approximately 2342 hours officers responded to the area of Bird Ln & Estero Ln regarding an aggravated assault call for service where the victim reported a male subject pointed a firearm at her and another male took property, while at a house party. Through investigation, officers were able to locate one male and arrested him, after recovering some of the property. The second male fled, however, he was later identified and has had charges forwarded against him via the Maricopa County Attorney's Office.

Death Investigation (DR 2531312)

On 6/23/25 at approximately 1318 hours officers responded to the area of Ancora Dr & Desert Ave for a deceased person found by his caretaker. The decedent suffered from many health issues. The decedent's primary care physician was contacted and agreed to sign the death certificate. No signs of foul play were observed and officers remained on scene until the funeral home arrived. Next of kin was notified.



LAW ENFORCEMENT REPORT
JULY 2025
PROVIDED BY THE AVONDALE POLICE
DEPARTMENT



This report documents the law enforcement service and activity within the City of Litchfield Park. The Avondale Police Department has a contractual agreement with Litchfield Park and provides their enforcement services. This report reflects the monthly activity along with a comparison of the previous months' activity. A call for service or law enforcement activity does not always generate a written document by the Police Department. This report provides a breakdown of the types of criminal activity within the City of Litchfield Park such as assaults, burglaries and thefts. Also included are the traffic citations issued, traffic accidents and subsequent drug and alcohol violations. The Uniform Crime Reporting procedure is being utilized which is the standard for crime reporting by the FBI. A brief synopsis is provided at the end of this which documents any significant or notable incidents which have occurred.

CRIMINAL/TRAFFIC ACTIVITY

ACTIVITY TYPE	JULY 2025	AUG 2025	SEPT 2025	OCT 2025	NOV 2025	DEC 2025
Homicide	0					
Aggravated Assault	0					
Assault	1					
Adult Abuse	0					
Child Crime	0					
Arson/Suspicious Fire	0					
Robbery	0					
Commercial Burglary	0					
Residential Burglary	0					
Vehicle Burglary	0					
Criminal Trespassing	1					
Theft	2					
Fraud	2					
Shoplifting	2					
Stolen Vehicle	0					
Disorderly Conduct	2					
Criminal Damage	4					
DUI	2					
Drug Offense	1					
Wanted Person Arrest	4					
Parking Problem	1					
Accidents	17					
Traffic Offenses (Traffic Stops)	263					
Traffic Warnings*	192					
Citations Issued*	71					
Flock Alerts*	0					
Flock Contacts*	0					

**Note: Traffic warnings are dispositions from traffic stops and can be verbal or written warnings. Citations are combined from vehicle accidents; traffic stops and parking problems. Traffic warnings, citations, traffic stops, parking problems and FLOCK information are for informational purposes and are not included in the number for "Total Calls Tracked" section.*



**LAW ENFORCEMENT REPORT
JULY 2025
PROVIDED BY THE AVONDALE
POLICE DEPARTMENT**



POLICE & COMMUNITY ASSIST ACTIVITY

ACTIVITY TYPE	JULY 2025	AUG 2025	SEPT 2025	OCT 2025	NOV 2025	DEC 2025
Fight/Mutual Combat	0					
Citizen Dispute	3					
Family Fights	2					
Harassment/Stalking	1					
Threats/Threatening	4					
Found/Lost Property	1					
Trespassing Warnings	2					
Stolen Vehicle Recovery	0					
Stolen License Plate Recovery	0					
Recovered Stolen Property	0					
Animal Problem/Concern	3					
Juvenile Disturbance	0					
Runaway/Endangered Juvenile	0					
Missing/Endangered Person	0					
Recovered Person/Juvenile	0					
Noise Disturbance	3					
Suspicious Activity Person	4					
Suspicious Circumstance	19					
Suspicious Activity Vehicle	11					
Citizen Assist	25					
Abandoned Vehicle	2					
City Code Violation	3					
911 Hang Ups	2					
Commercial Alarms	8					
Residential Alarms	8					
School Zone Details	2					
Speed Zone Details	33					
Natural Death of Person	0					
Suicide	0					
Suicidal Person/Threats	2					
Unsecured Premises Checks	1					
Patrol Vacation Watch	3					
Welfare Checks	24					
Business Checks	82					
Fireworks	4					
Mental Issue	0					
Agency Assist	4					
TOTAL CALLS TRACKED	542					
<i>Community Contacts</i>	10					

FLOCK information:

Alerts:

During the month of July 2025, no FLOCK alerts were received.

Notable Incidents:

Animal Bite (DR2533366)

On 7/4/2025 at about 0713 hours officers responded to the area of Luna Dr & Village Pkwy for an animal bite, where a dog jumped out of a moving vehicle and attacked a pedestrian who was walking on the sidewalk. The pedestrian was transported to the hospital, the owner was cited for the incident, and Maricopa County Animal Control was also notified and took a report as well.

DUI (DR 2533616)

On 7/05/25 at approximately 0258 hours officers were on routine patrol in the area of Segovia Dr & Villa Nueva Dr when they observed a vehicle stopped in the roadway still running with the driver passed out in the vehicle. Officers contacted the subject and observed signs of impairment. Through investigation probable cause was developed and the driver was arrested for DUI. The vehicle was towed from the roadway and the driver was processed for DUI.

Violation of Court Order (DR 2534713)

On 7/10/2025 at about 1944 hours officers responded to the area of Luna Dr & Luna Rd reference a violation of a court order. Through investigation it was revealed the suspect was contacting the victim through third party contacts which violated an active order of protection. The suspect was able to be contacted by telephone and admitted to contacting the victim. Charges for violation of the court order were forwarded to the city prosecutor for review.

Assault (DR 2534955)

On 07/12/2025 at about 0100 hours officers responded to a family fight in the area of Ancora Dr & Desert Ave. Through investigation it was learned an adult male had committed Assault/DV and Criminal Damage/DV against family members during the altercation. The suspect was arrested and booked into jail without incident.

Traffic Offense/Drugs (DR 2535074)

On 07/12/2025 at about 1947 hours officers conducted a traffic stop for speeding in the area of Litchfield Rd & Camelback Rd. During the stop it was found the driver had never been issued a driver's license. During an inventory of the vehicle, narcotics were found, and the driver was arrested for traffic and drug related offenses. The vehicle was also towed.

Wanted Person (DR 2536309)

On 7/19/2025 at about 1424 hours officers responded to the area of Dysart Rd & Indian School Rd for a trespassing. When officers located the subject, he was found to have an active arrest warrant. Once the warrant was confirmed he was placed under arrest and booked into jail without incident. The subject was also trespassed from the local business.

Wanted Person/Traffic Offense (DR 2536664)

On 7/21/2025 at about 1607 hours officers conducted a traffic stop in the area of Village Pkwy & Camelback Rd. During the traffic stop the driver was found to have an active arrest warrant. Once the warrant was confirmed the driver was placed under arrest and booked into jail without incident.

Wanted Person/Traffic Offense (DR 2537258)

On 7/25/2025 at about 0707 hours officers conducted a traffic stop in the area of Villa Nueva Dr & Dysart Rd. During the traffic stop the driver was found to have an active arrest warrant. Once the warrant was confirmed the driver was placed under arrest and booked into jail without incident.

Wanted Person/Traffic Offense (DR2537266)

On 07/25/2025 at about 0802 hours a passenger of vehicle stopped for a traffic violation in the area of Villa Nueva Dr & Dysart Rd was found to have an active arrest warrant. Once the warrant was confirmed the passenger was placed under arrest and booked into jail without incident.

DUI (DR 3537570)

On 07/26/2025 at about 1953 hours officers responded to the area of Litchfield Rd & Camelback Rd for a welfare check of an intoxicated person attempting to leave the parking lot in a vehicle. Officers located the vehicle driving in the parking lot and stopped the vehicle. While contacting the driver, officers observed signs of impairment and subsequently arrested him for DUI.



CITY COUNCIL COMMUNICATION

Reports Item VII.B.1
Finance Monthly Report

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Paige Peterson, Asst. City Manager/Director of Finance
Through: Matthew Williams, City Manager
Meeting Date: 8/6/2025
Presenter: Paige Peterson, Asst. City Mgr/Finance Director

RECOMMENDED MOTION:

N/A

BACKGROUND/DISCUSSION:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

1. Finance Report Memo
2. June 2025 Finance Report
3. June 2025 Sales Tax Report

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Paige Peterson, Assistant City Manager / Director of Finance
Through: Matthew Williams, City Manager
Meeting Date: 08/06/2025
Subject: Financial Report – Fiscal Year 2025 through June *(preliminary report pre-audit)*

Financial Report

This financial report is a preliminary summary of Fiscal Year 2025 (July 1, 2024 through June 30, 2025). 100% of the year has elapsed so that will be used as a benchmark to compare revenues and expenses to budget estimates. This report is preliminary, the final Fiscal Year 2025 report will be presented in the fall after the financial audit is completed.

Supporting schedules are attached.

General Fund

In summary, the net operating result of the general fund is \$4,462,433. Revenue received through June totaled \$16,699,060, which is 107% of the budget estimate of \$15,550,457. Operating expenditures in the General Fund totaled \$12,236,627 which is 93% of the budget estimate of \$13,204,435 .

Taxes received (net of construction sales tax) including franchise fees are \$10,821,270 which is nearly 100% of the budget estimate. Sales tax received (net of construction sales tax) is down 3% from last fiscal year. Staff discovered approximately \$450,000 in sales tax revenue that doesn't belong to the City – an adjustment was made to account for this in May. Notable categories over the last year include: retail sales down 5%, online sales down 3%, restaurant and bars down 3%, utilities down 9%, rentals down 17% (the residential rental tax ended in January so this was expected) and the remaining categories are up 11%. Grocery tax accounts for 39% of the total retail. Even though sales tax numbers are lower than Fiscal Year 2024, we had prepared and budgeted to receive less due to economic estimates and conservative budgeting principles.

Other notable revenues include State Shared revenues of \$2,893,996 which is 101% of budget estimates; Recreation Services revenues of \$600,077 which is 112% of budget estimates; and Special Events of \$394,738 which is 96% of budget estimates.

Investment earnings totaled \$1,367,166 which is 273% of the budget estimate. As of June 30,

2025, there was \$25,640,185 invested with the State's Local Government Investment Pool. The investment performance for the past three months is 4.33% and 4.66% for the past 12 months.

The \$6.2M in bond investments has earned \$175,730 through June.

Overall, general fund departments are at 93% of the total operating expense budget of \$13,204,435.

Construction Sales Tax received through June 2025 is \$1,005,555 which is 118% of the budget estimate of \$850,000. The city has invested \$1,314,047 in city capital projects and \$7,527,660 in Litchfield Square through June. The City received \$517,533 for the sale of Parcel 4. The City also received \$905,128 for the sale of Parcels 1 and 2 to the Rudolfo Family; this will be reflected in Fiscal Year 2026 as the sale of the parcels closed after June 30th.

The audited beginning fund balance is \$28,979,959. The General Fund balance increased by \$2,143,814 since July 1, bringing the total fund balance to \$31,123,773 as of June 30, 2025. Of that, \$6,660,000 is the restricted minimum fund balance and \$11.1 million is reserved for specific capital projects such as the library and Camelback Road improvements leaving a remaining unassigned fund balance of \$20 million.

Recreation Services and Special Events Cost Recovery

Recreation services revenue through June is \$600,077 and expenditures are \$910,739 that resulted in a 66% cost recovery.

Special Events revenue through June is \$394,738 and expenditures are \$401,205 that resulted in a 98% cost recovery.

Special Revenue Funds

The Highway Users Revenue (HURF) through June is \$544,266 which is 104% of the budget estimate of \$523,038. Interest earnings through June are \$51,789. The Dysart and Indian School Road project is complete with a project cost of \$834,988. Design and engineering have started on the Litchfield Road/Brinton Roundabout; expenses through June are \$17,380. Other small street maintenance expenditures total \$40,834. The HURF fund has \$1,074,537 remaining in accumulated fund balance as of June 30, 2025.

The total Litchfield Square budget in FY25 after the April budget adjustment is \$7,890,200. The project is near completion with a total estimated cost of \$7,659,000; through June we have spent \$7,527,660 this Fiscal Year. The City received \$517,533 for the sale of Parcel 4.

Street Light District (SLID) assessment revenues posted through June are \$204,243 and expenditures are \$275,191. Fiscal Year 2025 assessments are collected in conjunction with the Maricopa County Treasurer's property tax bill which is due January 1 and March 1. The beginning fund balance is \$25,703 and the fund balance as of May 31st is -45,245. Expenses are higher due to the Qasimyar settlement payments; Fiscal Year 2026 tax collections will make up the deficit.

The Court Enhancement beginning fund balance is \$59,740. There are no expenses budgeted from this fund this fiscal year. The budgeted revenue is \$4,585 and we have received \$5,653 this fiscal year. The June 30, 2025 fund balance is \$65,393. The fund cannot drop below \$50,000 per city code.

Fund Balance Summary and Reserve balance

The total *estimated* Citywide fund balance as of June 30, 2025, is \$32.2 million. Of that, \$1.1 million is restricted for HURF, SLIDs, and Court Enhancement. This leaves a balance of \$31.1 million in the general fund with a restricted minimum fund balance of \$6,660,000 and \$11.1 million reserved for specific capital projects such as the library and Camelback Road improvements. The remaining unassigned fund balance is \$20 million.

The fund balance and reserve details are indicated on the table below:

City of Litchfield Park
Fund Balance Summary - Unaudited Budgetary Basis
For the Month Ended June 2025 100% of the year elapsed

	General Fund	Special Revenue	Total
FY25 Year to Date			
Fund Balance 7/1/24	\$ 28,979,959	1,457,128	\$ 30,437,087
Operating Result	4,462,433	(362,443)	4,099,990
One-time Revenue Over Capital Uses	(2,318,619)	-	(2,318,619)
Ending Balance	<u>\$ 31,123,773</u>	<u>\$ 1,094,685</u>	<u>\$ 32,218,458</u>

Ending Fund Balance Detail

Minimum Balance (15%)	\$ 1,980,000
Stabilization Reserve (35%)	4,620,000
Unassigned Fund Balance	<u>24,523,773</u>
Total Fund Balance	<u>\$ 31,123,773</u>

Future Committed Projects that impact Fund Balance

La Loma Restoration	\$ (2,900,000)
Litchfield Park Library	\$ (4,700,000)
Complete Litchfield Square	\$ -
Camelback Road Improvements (MC contributi	\$ (3,500,000)

Remaining Fund Balance	<u>\$ 20,023,773</u>
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City CIP Projects in excess of one-time construction sales tax revenues will impact fund balance

Number of Months of General Fund Operating Expenditures

Total Ending Balance	28.3
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Fund balance should be evaluated within the context of long-term forecasting to avoid placing too much emphasis upon the level of unrestricted fund balance in the general fund at any one time.

Attachments:

June 2025 Sales Tax

June 2025 Finance Report

City of Litchfield Park
General Fund - Unaudited Budgetary Basis
Summary of Revenues and Expenditures

For the Month Ended June 2025 100% of the year elapsed

This is a preliminary report, the final Fiscal Year 2025 report will be presented in the fall after the audit is complete.

	FY25	FY25	
Revenue	Actual	Budget	% of Budget
Local Taxes	\$ 10,821,270	\$ 10,863,000	100%
State Shared Revenue	2,893,996	2,853,862	101%
Licenses and Permits	290,645	238,000	122%
Recreation Charges for Services	600,077	534,500	112%
Special Events Revenue	394,738	411,725	96%
Fines	42,632	20,000	213%
Interest Income	1,367,166	500,000	273%
Community Services	34,328	29,370	117%
Miscellaneous	254,209	100,000	254%
Total Revenue	\$ 16,699,060	\$ 15,550,457	107%

Operating Expenditures by Department

City Manager	\$ 665,688	\$ 696,898	96%
Council & Commission	71,453	76,600	93%
City Clerk	306,207	324,480	94%
City Attorney	292,752	300,000	98%
Budget & Finance	427,795	441,412	97%
Information Technology	191,011	265,579	72%
Human Resources	366,958	410,596	89%
Building Safety	177,769	190,428	93%
Code Enforcement	98,162	114,411	86%
Planning Services	131,109	143,503	91%
Engineering Services	270,928	367,310	74%
Magistrate Court	246,192	307,372	80%
Public Safety	2,598,845	2,602,165	100%
Public Works	3,568,248	3,981,393	90%
Recreation Services	910,739	1,016,767	90%
Community Services	110,771	129,024	86%
Special Events	401,205	435,703	92%
Debt Service	316,400	316,400	100%
Debt Service - LS Series 2021 Bonds	503,494	503,494	100%
Debt Service - LS Series 2023 Bonds	580,900	580,900	100%
Total	\$ 12,236,627	\$ 13,204,435	93%

Net General Fund Operations \$ 4,462,433 \$ 2,346,022

One time sources (uses)

Construction Sales Tax	\$ 1,005,555	\$ 850,000	118%
Maricopa County - Library Contributic	5,000,000	-	
Capital Expenditures	(1,314,047)	(3,752,975)	35%
Litchfield Square Cap Fund	(7,010,127)	(7,890,200)	
Total One-time sources (uses)	\$ (2,318,619)	\$ (10,793,175)	

Ending Balance

Net Change in Fund Balance	\$ 2,143,814	\$ (8,447,153)
Fund Balance - Beginning	28,979,959	23,769,577
Fund Balance - Ending	\$ 31,123,773	\$ 15,322,424

Recreation Services
Cost Center Trend Analysis
For the Month Ended June 2025 100% of the year elapsed

	FY24	FY24	% Thru	FY25	FY25	% of FY25
	Thru June	Total	June FY24	Thru June	Budget	Budget
RECREATION SERVICES						
Recreation Center						
Revenue	\$ 61,484	\$ 61,484	100%	\$ 79,020	\$ 51,200	154%
Expenditures	306,198	306,198	100%	305,991	341,681	90%
Net Revenue Over (Under)	\$ (244,713)	\$ (244,713)		\$ (226,971)	\$ (290,481)	
% Cost Recovery	20%	20%		26%	15%	
Preschool						
Revenue	\$ 141,782	\$ 141,782	100%	\$ 141,087	\$ 133,000	106%
Expenditures	118,981	118,981	100%	101,456	148,447	68%
Net Revenue Over (Under)	\$ 22,800	\$ 22,800		\$ 39,631	\$ (15,447)	
% Cost Recovery	119%	119%		139%	90%	
Aquatics						
Revenue	\$ 122,588	\$ 122,588	100%	\$ 126,114	\$ 123,800	102%
Expenditures	253,973	253,973	100%	236,991	245,095	97%
Net Revenue Over (Under)	\$ (131,385)	\$ (131,385)		\$ (110,877)	\$ (121,295)	
% Cost Recovery	48%	48%		53%	51%	
Sports						
Revenue	\$ 244,877	\$ 244,877	100%	\$ 253,856	\$ 226,500	112%
Expenditures	252,721	252,721	100%	266,301	281,544	95%
Net Revenue Over (Under)	\$ (7,845)	\$ (7,845)		\$ (12,445)	\$ (55,044)	
% Cost Recovery	97%	97%		95%	80%	
TOTAL RECREATION SERVICES						
Revenue	\$ 570,731	\$ 570,731	100%	\$ 600,077	\$ 534,500	112%
Expenditures	931,873	\$ 931,874	100%	910,739	1,016,767	90%
Net Revenue Over (Under)	\$ (361,143)	\$ (361,143)		\$ (310,662)	\$ (482,267)	
% Cost Recovery	61%	61%		66%	53%	
SPECIAL EVENTS						
Revenue	\$ 470,767	\$ 470,767	100%	\$ 394,738	\$ 411,725	96%
Expenditures	\$ 443,304	\$ 443,304	100%	\$ 401,205	\$ 435,703	92%
Net Revenue Over (Under)	\$ 27,462	\$ 27,462		\$ (6,467)	\$ (23,978)	
% Cost Recovery	106%	106%		98%	94%	

Special Events Detail	FY24 Thru June	FY24 Total		FY25 Thru June	FY25 Budget	% of FY25 Budget
Oktoberfest						
Revenue	\$ 17,855	\$ 17,855	100%	\$ 4,280	\$ 13,500	32%
Expenditures	19,887	19,887	100%	4,818	15,000	32%
Net Revenue Over (Under)	<u>\$ (2,031)</u>	<u>\$ (2,031)</u>		<u>\$ (538)</u>	<u>\$ (1,500)</u>	
Fall Arts in the Park						
Revenue	\$ 111,698	\$ 111,698	100%	\$ 94,186	\$ 111,000	85%
Expenditures	78,847	78,847	100%	67,421	79,000	85%
Net Revenue Over (Under)	<u>\$ 32,851</u>	<u>\$ 32,851</u>		<u>\$ 26,765</u>	<u>\$ 32,000</u>	
Christmas in the Park						
Revenue	\$ 15,405	\$ 15,405	100%	\$ 19,389	\$ 19,000	102%
Expenditures	29,418	29,418	100%	27,658	29,500	94%
Net Revenue Over (Under)	<u>\$ (14,013)</u>	<u>\$ (14,013)</u>		<u>\$ (8,269)</u>	<u>\$ (10,500)</u>	
Native American Arts Festival						
Revenue	\$ 36,342	\$ 36,342	100%	\$ 54,199	\$ 46,300	117%
Expenditures	68,306	68,306	100%	68,177	65,000	105%
Net Revenue Over (Under)	<u>\$ (31,964)</u>	<u>\$ (31,964)</u>		<u>\$ (13,978)</u>	<u>\$ (18,700)</u>	
Trout Derby						
Revenue	\$ 10,137	\$ 10,137	100%	\$ 7,888	\$ 10,100	78%
Expenditures	2,952	2,952	100%	2,336	2,500	93%
Net Revenue Over (Under)	<u>\$ 7,185</u>	<u>\$ 7,185</u>		<u>\$ 5,552</u>	<u>\$ 7,600</u>	
Spring Art Festival						
Revenue	\$ 129,140	\$ 129,140	100%	\$ 89,362	\$ 120,000	74%
Expenditures	75,683	75,683	100%	71,622	79,000	91%
Net Revenue Over (Under)	<u>\$ 53,457</u>	<u>\$ 53,457</u>		<u>\$ 17,739</u>	<u>\$ 41,000</u>	
Arts in the Park Concerts						
Revenue	\$ 15,625	\$ 15,625	100%	\$ 12,000	\$ 15,625	77%
Expenditures	14,708	14,708	100%	12,211	12,000	102%
Net Revenue Over (Under)	<u>\$ 917</u>	<u>\$ 917</u>		<u>\$ (211)</u>	<u>\$ 3,625</u>	
Movie Event						
Revenue	\$ 4,000	\$ 4,000		\$ -	\$ 5,000	
Expenditures	3,085	3,085		3,198	3,000	
Net Revenue Over (Under)	<u>\$ 915</u>	<u>\$ 915</u>		<u>\$ (3,198)</u>	<u>\$ 2,000</u>	

City of Litchfield Park
Special Revenue Funds - Unaudited Budgetary Basis
Highway User Revenue Fund, Street Light Districts, Court Enhancement Fee
Summary of Revenues and Expenditures
For the Month Ended June 2025 100% of the year elapsed

	FY25	FY25	
	Actual	Budget	% of Budget
HIGHWAY USER REVENUE			
Annual HURF Distribution	\$ 544,266	\$ 523,038	104%
Interest Income	51,789	5,000	1036%
Total HURF Revenue	\$ 596,054	\$ 528,038	113%
Streets Maintenance Expenditures	\$ 40,834	\$ 16,000	255%
Streets Capital Projects	852,368	1,807,415	47%
Total HURF Expenditures	\$ 893,202	\$ 1,823,415	
Ending Balance			
Net Change in Fund Balance	\$ (297,148)	\$ (1,295,377)	
Fund Balance - Beginning	1,371,685	1,284,943	
Fund Balance - Ending	\$ 1,074,537	\$ (10,434)	

LITCHFIELD SQUARE CAPITAL PROJECT			% of Budget
Transfer from General Fund	\$ 7,010,127	\$ 7,890,200	89%
Bond Proceeds	-		#DIV/0!
Land Sales	517,533		#DIV/0!
Total LS Capital Project Revenue	\$ 7,527,660	\$ 7,890,200	95%
LS - Design and Engineering / Other Exp	\$ 263,800	\$ 100,000	264%
LS - GMP 5	335,096	-	#DIV/0!
LS - GMP 6	6,928,764	7,790,200	89%
Total LS Capital Project Expenditures	\$ 7,527,660	\$ 7,890,200	95%
Ending Balance			
Net Change in Fund Balance	\$ (0)	\$ -	
Fund Balance - Beginning	-	-	
Fund Balance - Ending	\$ (0)	\$ -	

SLID Assessment Revenue	\$ 204,243	\$ 211,530	97%
SLID Electricity Expenditures	275,191	262,035	105%
Net Change in Fund Balance	\$ (70,948)	\$ (50,505)	
Ending Balance			
Fund Balance - Beginning	\$ 25,703	\$ 33,014	
Fund Balance - Ending	\$ (45,245)	\$ (17,491)	

COURT ENHANCEMENT FEE

Fee Revenue & Interest Earnings	\$	5,653	\$	4,585	123%
Transfers Out				-	
Total Court Enhancement Revenue		5,653		4,585	

Magistrate Court Operating Exp.		-		-	#DIV/0!
Total Court Enhancement Revenue		-		-	

Net Change in Fund Balance	\$	5,653	\$	4,585
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Ending Balance

Fund Balance - Beginning	\$	59,740	\$	78,126
Fund Balance - Ending	\$	65,393	\$	82,711

City of Litchfield Park
Fund Balance Summary - Unaudited Budgetary Basis
For the Month Ended June 2025 100% of the year elapsed

FY25 Year to Date	General Fund	Special Revenue	Total
Fund Balance 7/1/24	\$ 28,979,959	1,457,128	\$ 30,437,087
Operating Result	4,462,433	(362,443)	4,099,990
One-time Revenue Over Capital Uses	(2,318,619)	-	(2,318,619)
Ending Balance	<u>\$ 31,123,773</u>	<u>\$ 1,094,685</u>	<u>\$ 32,218,458</u>

Ending Fund Balance Detail

Minimum Balance (15%)	\$ 1,980,000
Stabilization Reserve (35%)	4,620,000
Unassigned Fund Balance	24,523,773
Total Fund Balance	<u><u>\$ 31,123,773</u></u>

Future Committed Projects that impact Fund Balance

La Loma Restoration	\$ (2,900,000)
Litchfield Park Library	\$ (4,700,000)
Complete Litchfield Square	\$ -
Camelback Road Improvements (MC contributi	\$ (3,500,000)

Remaining Fund Balance	<u><u>\$ 20,023,773</u></u>
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City CIP Projects in excess of one-time construction sales tax revenues will impact fund balance

Number of Months of General Fund Operating Expenditures

Total Ending Balance	28.3
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Tax Revenue Summary

June 2025

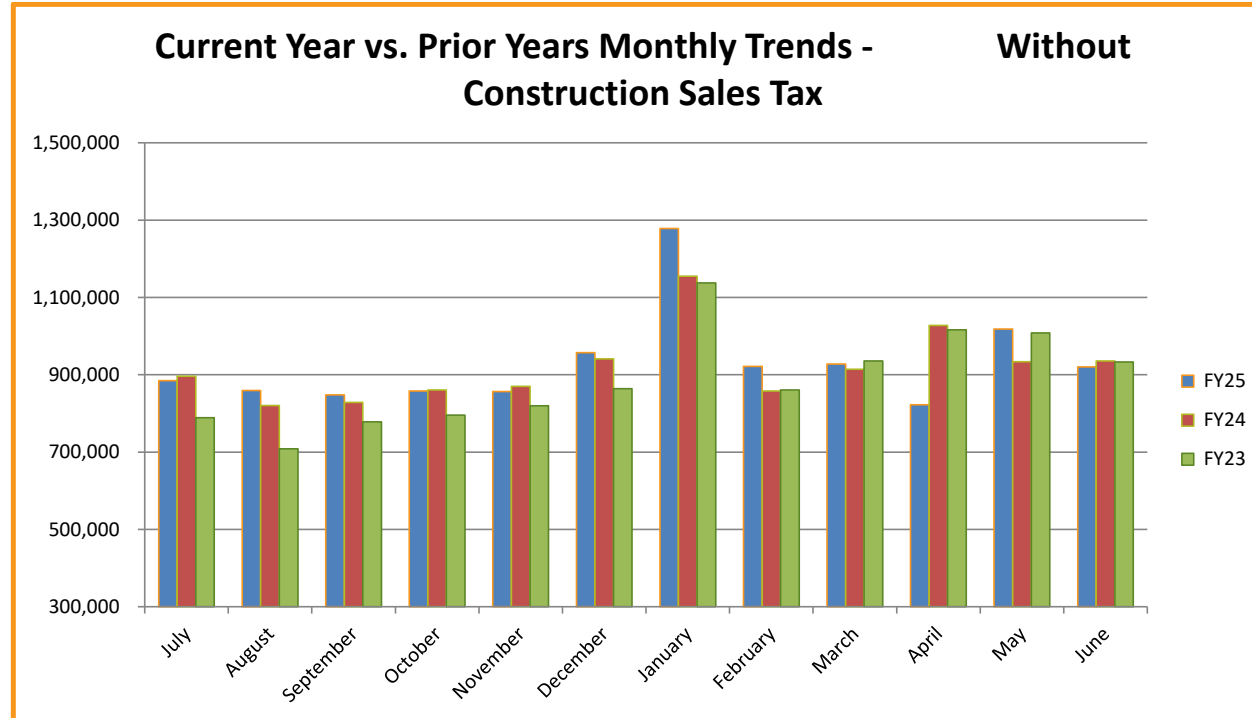
PRIVILEGE AND USE TAX BY CATEGORY

Reporting Category	June					Fiscal Year to Date				
	2023	2024	2025	% Change 2024/2025	% of Total 2025	FY23	FY24	FY25	% Change from FY24/25	% of Total FY25
Retail Sales	\$ 456,125	\$ 450,951	\$ 507,888	13%	53%	\$ 5,266,874	\$ 5,470,340	\$ 5,214,019	-5%	44%
Online Sales	\$ 83,244	\$ 88,257	\$ 79,842	-10%	8%	\$ 867,258	\$ 1,047,523	\$ 1,018,909	-3%	9%
Restaurant & Bars	144,702	154,886	127,592	-18%	13%	1,606,292	1,592,719	1,546,837	-3%	13%
Utilities	54,251	55,080	40,752	-26%	4%	606,491	689,299	627,260	-9%	5%
Rentals (Comm & Res)	43,936	43,876	18,129	-59%	2%	552,715	505,886	418,860	-17%	4%
Other	150,752	142,640	146,109	2%	15%	1,747,174	1,718,598	1,901,473	11%	16%
Subtotal	933,010	935,690	920,312	-2%	96%	10,646,804	11,024,365	10,727,357	-3%	91%
Construction	53,021	70,260	38,943	-45%	4%	1,335,173	908,340	1,005,555	11%	9%
Total	\$ 986,031	\$ 1,005,950	\$ 959,255	-5%	100%	\$ 11,981,977	\$ 11,932,705	\$ 11,732,912	-2%	100%

PRIVILEGE AND USE TAX TOTAL - BY MONTH AND FISCAL YEAR

	3 Year Average % of Total					Amount Over(Under) Prior FY				% Change from FY24		% Change 3 Year Average
	FY22	FY23	FY24	3 Year Average	3 Year Average % of Total	FY25	Amount Over(Under) Prior FY	% Change from FY24	% Change 3 Year Average			
July	\$ 885,762	\$ 1,012,494	\$ 992,766	\$ 963,674	8.1%	\$ 955,818	\$ (36,948)	-4%	-1%			
August	1,232,482	803,330	928,467	988,093	8.3%	1,012,873	84,406	9%	3%			
September	710,352	817,527	918,901	815,593	6.8%	1,002,898	83,997	9%	23%			
October	927,161	921,900	919,733	922,931	7.7%	954,388	34,655	4%	3%			
November	835,505	856,639	931,850	874,665	7.3%	947,376	15,526	2%	8%			
December	1,177,053	943,870	963,022	1,027,982	8.6%	965,154	2,132	0%	-6%			
January	1,183,269	1,330,787	1,180,670	1,231,575	10.3%	1,455,514	274,844	23%	18%			
February	914,422	974,050	950,304	946,259	7.9%	949,229	(1,075)	0%	0%			
March	888,280	1,033,027	998,285	973,197	8.2%	992,801	(5,484)	-1%	2%			
April	1,044,140	1,040,648	1,105,928	1,063,572	8.9%	1,122,951	17,023	2%	6%			
May	1,440,535	1,170,825	995,257	1,202,206	10.1%	1,135,137	139,880	14%	-6%			
June	706,394	1,003,270	995,610	901,758	7.6%	959,255	(36,355)	-4%	6%			
YTD Totals	\$ 11,945,355	\$ 11,908,367	\$ 11,880,793	\$ 11,911,505		\$ 12,453,394	\$ 572,601	5%	5%			
Actual Total	\$ 11,945,355	\$ 11,908,367	\$ 11,880,793	\$ 11,911,505								
Percent of FY Elapsed	100%	100%	100%	100%								
YTD Percent of Total	100%	100%	100%	100%								

TREND ANALYSIS



To: Mayor Thomas L. Schoaf and Members of the City Council
From: Keith Drunasky, City Engineer
Through: Matthew Williams, City Manager
Meeting Date: 8/6/2025
Presenter: Keith Drunasky, City Engineer

RECOMMENDED MOTION:

N/A

BACKGROUND/DISCUSSION:

The following are updates to the Phoenix-Goodyear Airport (PGA) North & Luke Air Force PFAS/PFOS contaminations:

PGA North

Monitoring, injection and extraction wells are continuously running, and wells are sampled each month. Dozens of extraction, injection and monitoring wells are in operation at any given time within a mile of the City limits. Mapping for the plume contamination limits should become available in the 3rd quarter of the year. Every indication is the plume is continuing to retreat south/southwest to extraction well locations away from the City limits. There are 9 monitoring wells still reporting concentrations greater than the maximum contamination limit (MCL) of 5 parts per billion (5 micrograms per liter).

The PGA/EPA team continues to focus efforts on the general area of the plume origination location, in the area around the southwest and northwest corner of Van Buren & Litchfield Road as there is a lot of movement of concentrations of the TCE contaminants. PGA team has also sampled for PFOS in the areas near the contamination origin south of the City limits. Crane Company, has prepared a request to terminate perchlorate treatment. Perchlorate was largely isolated to the vicinity of the contamination site and is not a threat to the City of Litchfield Park. Yearly monitoring of this chemical showed concentrations trended down more and more, and is now below health concern thresholds.

Luke Air Force Base PFAS/PFOS

Luke AFB/DOD monitoring wells within City right-of-way and City-owned property are following a testing/sampling protocol that they have generated. The first samples were made in March of this year, with another round in May of this year. Additional sampling is anticipated to occur later this summer. Data is made available by Luke AFB/DOD a few months after sampling and data should be validated and ready to share with the City by the end of July 2025.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Keith Drunasky, City Engineer
Through: Matthew Williams, City Manager
Meeting Date: 8/6/2025
Presenter: Keith Drunasky, City Engineer

RECOMMENDED MOTION:

N/A

BACKGROUND/DISCUSSION:

The following are updates to the listed Capital Improvement Projects:

New Library Project

Designs are currently at 100% completion stage for building and nearing pre-final status for civil engineering. Utility coordination, site grading and drainage, connectivity/access to the Hilltop and School continue to be major coordination and conflict resolution items. Staff provided preliminary design concepts to 7 contractors for cost models for the library building, tenant improvements and site improvements. Staff has selected a preferred contractor from this list and is moving forward with initial negotiations. Design of the new library facility is anticipated to be completed by the end of summer, with construction phase shortly after that and an anticipated construction completion in Summer 2026.

Design and engineering contract with ADM Group, Inc. was executed in March 2025 for \$489,270. Maricopa County granted the City \$5M dollars for design and construction of the new library building and associated site improvements. These funds and the project a part of FY24/25 Capital Projects budget.

Hilltop Phase I

Council approved a design and engineering contract with Colliers Design for just under \$279,000 for final design of the Hilltop Phase I Improvements. This project will be designed concurrently with the Library, Roundabout and Pedestrian Underpass.

A portion of the final design tasks have been completed and remaining designs should be complete by the end of Summer. Initial concepts for the layout of the park and parking areas has been provided and reviewed by staff. Staff is coordinating with stakeholders, utility providers and the AFHS project. Construction is anticipated to begin in early fall, with completion targeted by July 2026.

Construction funding for this project will come from Capital Projects, with a budget amount of

\$3.65M. Council approved the use of just under \$1.1M at the June 2025 council meeting for the initial phase of the Hilltop Project, which is anticipated to be constructed concurrently with the New Library Project and by the same contractor.

Litchfield Road/Brinton Avenue Roundabout + Pedestrian Underpass

Council approved a design and engineering contract with Colliers Design for just under \$200,000 for final design of the Litchfield/Brinton roundabout, and a contract with Colliers Design for just under \$258,000 for final design of the Litchfield Road Pedestrian Underpass. Both projects will be designed concurrently.

A portion of the final design tasks have been completed and remaining designs should be complete by early Fall of this year. The design and layout of the new roundabout at Brinton Avenue is dictating the design for the proposed underpass. The roundabout configuration completed by Colliers and RTE has been reviewed and tentatively approved by staff, pending some minor modifications. Initial concepts for this project have been completed, and are being updated with the latest information from the adjacent Hilltop and school projects, as well as feedback by staff. Colliers is engaging utility providers to start relocation designs, geotechnical borings, utility potholing and coordination with stakeholders. Construction is anticipated to begin in late Fall of this year, with completion targeted by July 2026.

Funding for design and construction of these projects will come from Capital Projects. The Litchfield Road/Brinton Roundabout construction budget is currently \$2.2M and the underpass construction budget is at \$1.2M.

Perimeter Wall Phase VI Luchana/La Loma

Final construction plans were completed in early 2024. A contract with Straight Arrow Contracting in the amount of \$368,009 was executed in March 2025 utilizing their cooperative construction contract with the City of El Mirage. Current budget in FY24/25 is \$385,000. The project started construction in June 2025. The delay between contract and start of construction was the result of a 16-week lead time for the special block used in this project. As of the end of July 2025, the full height of the perimeter wall block has been laid, and we will move into grouting, capping and finishing the wall by the end of August.

Note: Straight Arrow completed repairs on a portion of the perimeter wall that was damaged at the southeast corner of Bird Lane/Litchfield Road. This proposal was accepted by Staff/City Manager and was completed under the allowance line item of the Perimeter Wall Phase VI contract. Additionally, Straight Arrow has provided a proposal for \$63,704.00 to install 195 LF of a new pony wall at Scout Park playground and 120 SF of new ADA sidewalk along La Loma that connects to the cart path that will allow a local resident confined to a wheelchair to access pathways and the park. This proposal is on consent agenda this month for approval under this contract as a change order.

Perimeter Wall Phase VII (Camelback Park) + Turn Lane

Staff has re-engaged the original design consultant to finalize construction documents for this project. Currently the designs are at 90% complete, and staff will review the documents and

continue coordinating with the consultant to finalize and seal the construction documents. This is anticipated to be completed by early this Fall. Utility locating services along the wall alignment were completed, and adjustments have been made. Right turn lane at Camelback/Dysart has been designed and is included in this plan set. Most frontage along Dysart belongs to MCDOT.

Budget for this project is \$1.2M for design and construction, and will come from General Funds. Upon review of construction industry unit pricing, the budget amount will likely only allow for a portion of the perimeter wall to be constructed, approximately from the west side of Camelback Park to the southern edge of Camelback Park. While the designs extend much further to the south, those sections will need to be included in a future capital project for perimeter wall phase VIII.

Camelback Park Parking Lot

The Final engineered construction plans were submitted in April 2025. Staff has engaged a contractor to provide a construction cost proposal. The first contractor cost proposal was \$552,505.00, well over the CIP Budget for construction amount of \$400,000. Staff has engaged 2 additional contractors to provide additional cost proposals and allow staff to have an accurate model for the construction project and determine if additional funding would be required to complete construction.

The project is anticipated to be under construction by late summer or early fall.

Public Works Facility

The conceptual site plan and building layout has been completed, along with conceptual building elevations. Staff has worked with the designers completing site visits and coordinating minor site plan and building configuration updates. Additionally, the team has generated programming, storage, equipment, operational, etc. information and models in order to provide a final facility with amenities that exactly complement the needs of the Public Works Department/Staff.

Council approved \$125,000 for design and engineering services at the August 2024 Council meeting. The City executed a contract with Motley Design in April 2025 for just under \$118,000 to provide final designs of the public works facility. Geotechnical soil borings and field evaluations were completed in early May 2025.

Current CIP Budget is \$2.2M (General Fund) for design and construction. Final design phase began April of this year, with construction anticipated to begin in the Fall. The design team will develop a cost model for total construction improvements to determine overall costs in comparison to the approved budget amount.

Scout Lodge Relocation

Current location of Scout Lodge is located within the Litchfield Square development and CFD boundary, and where the future parking garage will be constructed. Relocation design coordination is required to salvage and relocate the structure to the north side of Fairway

Drive, on the southern end of Scout Park, as well as construct an attached park restroom. The City executed a contract with Motley Design in July for \$49,915 to provide design for the structure relocation and restroom. Geotechnical soil borings and field evaluations were completed in early May 2025.

Current CIP Budget is \$300,000 (General Fund) for design and construction. Design tasks began late Spring 2025 with relocation activities anticipated to begin after Summer.

Note: Currently, representatives from Scouts organization have approached Staff with a proposal to construct a new Scout facility on the southern portion of the Scout Park. Additional coordination related to funding, design, schedule, development agreement(s), lease, etc. is required before this effort could move on to the next steps. Should this effort become actual, the existing Scout Lodge would be demolished.

FY25/26 Pavement Management

The City's 10-Year Pavement Maintenance Program activities in FY24/25 were put on hold to provide buffer room to the fiscal year spending cap as a result of completing construction of the Litchfield Square Project. The City Engineer identified approximately 97 street segments in need of pavement conditioning (crack sealing, surface sealing, micro sealing, mill/overlay).

HURF funds can be used for these pavement treatments, and the City will utilize a cooperative construction contract to select a contractor to complete these pavement repairs. A high level cost estimate indicates the need for approximately \$600,000 for these 97 segments. Staff will complete field investigations to evaluate these street segments, with the potential to add additional segments as necessary and if budget capacity exists.

Staff will coordinate with the on-call engineering consultant to generate plan sheets and specs for pavement repairs. We anticipate construction documents to be complete in early fall, with construction either being completed later in fall or in spring of next year after temperatures warm up again.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

ATTACHMENTS:



**CITY COUNCIL
COMMUNICATION**

Reports Item VII.B.4
Special Projects Update

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Randy Proch, Planning Director
Through: Matthew Williams, City Manager
Meeting Date: 8/6/2025
Presenter:

RECOMMENDED MOTION:

BACKGROUND/DISCUSSION:

STAFF RECOMMENDATION:

FINANCIAL IMPACT:

ATTACHMENTS:

Date: July 9, 2025
To: Matthew Williams, City Manager
From: Abril Ruiz-Ortega, Court Administrator
Through: Craig L. Jennings, Presiding Judge
Re: June 2025 Monthly Data Report – Litchfield Park Magistrate Court

June 2025 Workload Indicators

Litchfield Park Magistrate Court Caseload Indicators		
	By Charge	By Case
Civil Traffic Violations	45	39
Criminal Traffic Violations	4	2
Misdemeanor Violations	1	1
Felony	0	0
Local Ordinance – Parking Violations	0	0
Local Non-Criminal – Other & Civil Violations	0	0
Orders of Protection & Injunction Harassment*		N/A
Total Number of Filings	50	42

Trials/Hearings Held	
Civil Traffic Hearings Held	0
Criminal Traffic Trials Held	0
Criminal Misdemeanor Trials Held	0
Civil Hearings Held – OP's & IH's*	N/A
Domestic Violence Indicator	0
Search Warrants	0
Total Number of Matters	0

Note: Data is derived from the AOC Civil Caseload Summary and Misdemeanor/Criminal/Civil Traffic Caseload Summary by Charge and by Case Reports.

Miscellaneous Workload Indicators

Avondale City Court Miscellaneous Indicators	
Self-Represented Litigants	50
Weddings	N/A
Court Security Screen Counts	N/A
Scheduled Interpreter Services Provided	0
Active Warrants	150
Total	200

Date: July 30, 2025
To: Matthew Williams, City Manager
From: Abril Ruiz-Ortega, Court Administrator
Through: Craig L. Jennings, Presiding Judge
Re: July 2025 Monthly Data Report – Litchfield Park Magistrate Court

July 2025 Workload Indicators

Litchfield Park Magistrate Court Caseload Indicators		
	By Charge	By Case
Civil Traffic Violations	57	49
Criminal Traffic Violations	7	5
Misdemeanor Violations	9	5
Felony	0	0
Local Ordinance – Parking Violations	0	0
Local Non-Criminal – Other & Civil Violations	0	0
Orders of Protection & Injunction Harassment*		N/A
Total Number of Filings	73	59

Trials/Hearings Held	
Civil Traffic Hearings Held	1
Criminal Traffic Trials Held	0
Criminal Misdemeanor Trials Held	0
Civil Hearings Held – OP's & IH's*	0
Domestic Violence Indicator	2
Search Warrants	0
Total Number of Matters	3

Note: Data is derived from the AOC Civil Caseload Summary and Misdemeanor/Criminal/Civil Traffic Caseload Summary by Charge and by Case Reports.

Miscellaneous Workload Indicators

Avondale City Court Miscellaneous Indicators	
Self-Represented Litigants	58
Weddings	0
Court Security Screen Counts	Will begin to provide statistics August, 2025.
Scheduled Interpreter Services Provided	3
Active Warrants	150
Total	211



**CITY COUNCIL
COMMUNICATION**

Consent Agenda Item VIII.A
Approval of Minutes

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Terri Roth, City Clerk
Through: Matthew Williams, City Manager
Meeting Date: 8/6/2025
Presenter: Terri Roth, City Clerk

RECOMMENDED MOTION:
MOVE TO APPROVE THE JULY 8, 2025, SPECIAL MEETING MINUTES

BACKGROUND/DISCUSSION:
N/A

STAFF RECOMMENDATION:
Staff recommends approval

FINANCIAL IMPACT:
N/A

ATTACHMENTS:
1. 070825 SP Minutes - DRAFT

Tuesday, July 8, 2025

Special Meeting

I. Call to Order

The meeting was held via Zoom and called to order by Mayor Schoaf at 9:00 AM.

Present: Mayor Thomas L. Schoaf, Vice Mayor Paul Faith, Council Member Ron Clair, Council Member Justin James

Absent: Council Member Allen, Council Member Brainard Watson, Council Member Fraser

Staff: Matthew Williams, City Manager; Terri Roth, City Clerk; Joe Estes, City Attorney; Paige Peterson, Asst. City Mgr/Director of Finance; Maria Ceaglske, Deputy City Clerk

II. Business

A. Adoption of Resolution 25-590 Ad Valorem Tax Levy

ADOPTED

Ms. Peterson stated the Council adopted the amounts in June and this Resolution sets the tax rate for Maricopa County to collect. Mr. Colin Barleycorn asked why residents are paying for the County's mistake with calculations. Mr. Estes responded the court order required it. Mayor Schoaf suggested he direct his question to the County.

MOVE TO ADOPT RESOLUTION 25-590 SETTING THE AD VALOREM TAX LEVY FOR FISCAL YEAR 2026 FOR SLIDS 1, 2, AND 3

MOVER Vice Mayor Faith, **SECONDER** Council Member James

AYE: Mayor Schoaf, Vice Mayor Faith, Council Member Clair, Council Member James

4-0-0 PASSED

III. Executive Session

A. An Executive Session may be called during the public meeting on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of receiving legal advice.

This item was not held.

IV. Adjournment

Mayor Schoaf adjourned the special meeting at 9:05 AM.

APPROVED:

Thomas L. Schoaf, Mayor

CERTIFICATION

I, Terri Roth, MMC, City Clerk, hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special meeting of the City Council of the City of Litchfield Park held on Tuesday, July 8, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Terri Roth, MMC, City Clerk



CITY COUNCIL COMMUNICATION

Consent Agenda Item VIII.B
**2025 Proposed Resolutions -
League of Arizona Cities and
Towns**

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Terri Roth, City Clerk
Through: Matthew Williams, City Manager
Meeting Date: 8/6/2025
Presenter: Terri Roth, City Clerk

RECOMMENDED MOTION:

NONE

BACKGROUND/DISCUSSION:

None

STAFF RECOMMENDATION:

None

FINANCIAL IMPACT:

Some of them may have a long term impact on the City.

ATTACHMENTS:

1. 2025 Resolutions Committee Packet

2025 Resolutions Packet

July 21, 2025

Dear Mayor,

As chair of the 2025 League Resolutions Committee, it is my pleasure to provide this packet for your participation in the Resolutions Committee at this year's League Annual Conference. The chairs of five League Policy Committees will present the Resolutions discussed in their respective committees to the Resolutions Committee.

Included in this packet you will find:

- Resolutions Committee Calendar
- Resolutions Committee Procedures
- Policy Committee Reports and Resolutions

As the first order of business at the conference, the Resolutions Committee will meet on **Tuesday, August 19, 2025, at 1:30 p.m.** Lunch will be available starting at 12:30 p.m. The actions of the full Resolutions Committee will be formally adopted at the League's Annual Business Meeting on **Thursday, August 21, 2025, at 4:00 p.m.**

If you have not accepted your appointment or designated a council representative to serve your city/town on the 2025 Resolutions Committee, please [make that appointment here.](#)

We look forward to having all member cities and towns participate in the Resolutions Committee. If you have any questions or comments about the Resolutions Committee, your appointment, or the resolutions submittal process, please contact the League office.

Sincerely,



Mayor Mila Besich, Superior
League Vice President

Enclosures

cc (via email): Managers, Clerks without Managers, Intergovs



2025 Resolutions Committee Calendar

- May-June:** Policy Committees meet
- June 23:** League sends email requesting mayors or council designees register to represent their city/town on Resolutions Committee.
- July 21:** League sends out resolutions packet to membership.
- August 19:** Resolutions Committee Meeting
- August 21:** Resolutions ratified at the Annual Business Meeting



League of Arizona Cities and Towns Resolutions Committee Procedures

1. Resolutions Committee Appointment

At least two (2) months prior to the Annual Conference, the President shall appoint members of the Resolutions Committee. The Vice-President shall serve as chair of the Resolutions Committee. Only one elected official from each city or town shall be appointed to the Resolutions Committee and cast the vote of such city or town.

Municipal staff are ineligible to serve on the Resolutions Committee.

2. Duties

The Resolutions Committee shall adopt statements of policy amending the annual Municipal Policy Statement, special resolutions, and such other resolutions of courtesy, commendation or appreciation as the Resolutions Committee deems appropriate.

3. Submission of Resolutions

- A. Except as otherwise provided, all proposed resolutions submitted by a city or town, including resolutions of courtesy, commendation, or appreciation, must be submitted to the Chair of the Committee or to the League office and considered by the Policy Committees. The resolutions process allows cities and towns to submit policy ideas to the League without the requirement of a co-sponsoring city or town. If a Policy Committee recommends approval, League staff will draft the resolution for presentation to the full Resolutions Committee. Sponsoring cities and towns, or other interested stakeholders may be consulted to provide more information on the idea and may be invited to speak to the issue at one of the Policy Committee meetings.
- B. Except in the case of emergency as determined by the Chair of the Resolutions Committee, no resolutions submitted by a city or town after the deadline specified in subsection A of this section or that have not been vetted by the Policy Committees may be considered.
- C. League staff may submit resolutions for consideration by the full Resolutions Committee if issues have not been addressed through the Policy Committee process.

4. Resolutions Committee Process

- A. The Vice-President shall assign submissions to the relevant Policy Committee. The Policy Committees will review submissions and develop draft resolutions for consideration by the Resolutions Committee. Except as provided in subsection 3, only resolutions advanced by the Policy Committees shall be discussed at the Annual Conference Resolutions Committee meeting.
- B. Resolutions shall be amended according to the process established by the Chair of the Committee.
- C. The completed resolutions will go to the full Resolutions Committee at the Annual Conference for consideration. The chairs of each Policy Committee will be responsible for presenting the resolutions and their committee activities to the full Resolutions Committee. Each member shall be notified at least four (4) weeks before the meeting.

5. Final Report

After the Resolutions Committee meeting, the Chair of the Resolutions Committee or a designee shall report to the entire League membership at the Annual Business Meeting about the approved resolutions. Resolutions adopted by the Resolutions Committee shall be formally adopted by the membership at the Annual Business Meeting and become the basis for the annual Municipal Policy Statement.

Policy Committee Reports

The following policy committee reports, and resolutions are arranged in alphabetical order. The recommended resolutions are categorized by their respective committee initials and numbered according to the order in which they were approved.

Budget, Finance and Economic Development – BFED

General Administration, Human Resources and Elections – GAHRE

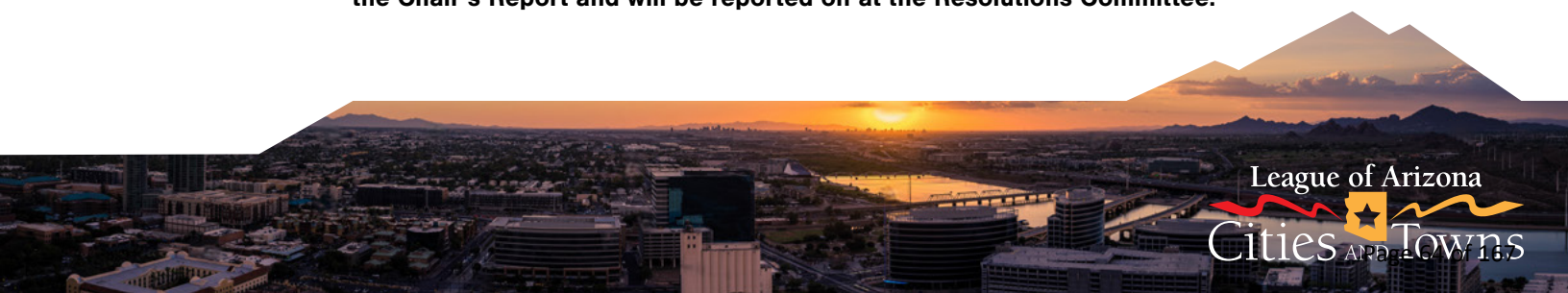
Neighborhoods, Sustainability and Quality of Life – NSQL

Public Safety, Military Affairs, and the Courts – PSMAC

Transportation, Infrastructure and Public Works – TIPW

NUMBER	RESOLUTION	SPONSOR	NOTES
BFED 1	Allow cities and towns to make mid-year budget adjustments	Prescott	Amending A.R.S. § 42-17105
BFED 3	Reform governance processes of special districts to enhance fair representation	Prescott	
BFED 4	Authorize the use of Tax Increment Financing	Prescott	
GAHRE 3	Authorize the termination of a candidate committee if the candidate is deceased	Queen Creek	Amending A.R.S. § 16-933 and 16-934
GAHRE 4	Create additional one-year extension of voter approved TPT rates to comply with consolidated elections	League	Amending A.R.S. § 16-204.02
GAHRE 5	Streamline annexation processes for annexations involving a single owner or ownership group	Buckeye	Amending A.R.S. § 9-471
GAHRE 6	Tighten oversight of neglected historic properties & authorize municipalities to establish requirements for buildings that are vacant or abandoned	Douglas	
NSQL 1	Allow cities to rein in the proliferation of short-term rentals and address repeat violators	League	Amending A.R.S. § 9-500.39
PSMAC 1	Coordinate with state partners to protect and preserve PSPRS	League	

These are the only items that will be voted on. The other submissions that did not move forward are summarized in the Chair's Report and will be reported on at the Resolutions Committee.



Chair's Report of the Budget, Finance and Economic Development Policy Committee

Mayor Jerry Weiers, Chair

Resolutions Committee Meeting, League Annual Conference

On **May 29, 2025**, and **June 26, 2025**, the Budget, Finance & Economic Development (BFED) Committee convened to discuss four policy issues submitted by Prescott and El Mirage. Below is a summary of the issues considered and committee discussion and recommendations.

1. Allow cities and towns to make mid-year budget adjustments Prescott (BFED 1)

This proposal was discussed at both meetings of the BFED committee. Prescott City Manager Dallin Kimble presented **BFED 1** explaining that amending Arizona's local government expenditure cap, or "Home Rule," would allow cities to create budgets with greater flexibility instead of relying on budget contingencies. Flagstaff Councilmember Lori Matthews expressed her support and added that Flagstaff often has large budget contingencies because of state and federal grants, and these contingencies confuse voters. League staff provided background on *HB2318: adopted local budgets; amendments*, a bill introduced in 2022 that would have allowed for mid-year adjustments but was never given a hearing. Chandler Mayor Kevin Hartke sought clarification on what language would be most appropriate, and discussion ensued surrounding the potential reaction to the proposal at the legislature. After discussion, Prescott Mayor Phil Goode made a motion to assign **BFED 1** for further study. Councilmember Matthews seconded the motion, and it passed unanimously via voice vote.

At the second meeting in June, the committee revisited the proposal. Discussion narrowed its focus to explore statutory options, such as previously introduced legislation to allow mid-year adjustments, rather than pursuing a constitutional amendment. League staff noted that such an approach may be more viable and avoid the need to conduct a ballot campaign. Following discussion, Mayor Goode made a motion to assign **BFED 1** as a resolution. It was seconded by El Mirage Vice Mayor Jacques Parsons and passed by majority voice vote.

2. Authorize political subdivisions to donate property to one another El Mirage (BFED 2)

This proposal was also discussed at both committee meetings. El Mirage Vice Mayor Parsons and Deputy City Manager Robert Nilles presented **BFED 2** to amend A.R.S. § 9-402, explaining that non-charter cities are not allowed to transfer assets between governmental agencies. Mr. Nilles provided an example of a fire truck that the city was unable to donate to another municipality in need. Instead, the city loaned the vehicle to the community, but this created complications over ownership and liability.

Several committee members expressed concern about potentially upsetting taxpayers by donating equipment paid for with their tax dollars to another political subdivision. Mr. Nilles responded that this process would be simpler than a loan or lease process that could expose the municipality to liability. Discussion ensued over whether the intergovernmental transfer of property would violate the Arizona Constitution's Gift Clause. An alternative option was discussed to potentially adjust the auction system to make it easier for municipalities to buy assets before private entities have the chance to bid.

After discussion, Vice Mayor Parsons made a motion to assign **BFED 2** as a possible future resolution for further study. Mesa Councilmember Alicia Goforth seconded the motion, and it passed unanimously via voice vote. At the following meeting, League staff provided an update, sharing that they had met with El Mirage staff to explore non-legislative solutions, such as addressing the issue through local ordinance or policy. Staff also informed the committee that a recent 1487 complaint filed against the City of Phoenix could raise additional considerations as research progresses.



3. Reform governance processes of special districts to enhance fair representation Prescott (BFED 3)

Mayor Goode and Mr. Kimble presented **BFED 3** explaining that under current regulations, certain county special taxing districts cannot be shut down unless fraud has been committed or there have been no activities, including meetings, for a period of five years. Prescott is seeking state oversight for special tax districts to streamline county special district operations. They added that revenues are collected across a jurisdiction, but services are distributed disproportionately. They shared a specific example of a library district where cities do not have a vote proportionate to the services they are receiving. Everyone agreed that working with the counties would be helpful in this process, as would focusing on library districts.

After discussion, Mayor Goode made a motion to assign **BFED 3** as a resolution to be considered by the Resolutions Committee. Vice Mayor Parsons seconded the motion, and it passed unanimously via voice vote.

4. Authorize the use of Tax Increment Financing (TIF) Prescott (BFED 4)

Mayor Goode and Mr. Kimble presented **BFED 4** and explained how Tax Increment Financing (TIF) would be a valuable tool for cities to increase their development. The policy has support from both urban and rural municipalities in Arizona, and Arizona is currently the only state in the country without TIF.

Chair Weirs asked whether this issue had been brought to the legislature in the past, and League staff clarified that similar proposals were made in the past but ultimately failed. Councilmember Matthews added further context on a previous TIF proposal failing to be heard in the Senate. The committee discussed fears surrounding TIF, including taking money away from schools, and how we could share examples from other states to alleviate these concerns. Mayor Goode asked about the structure of the program, and League staff shared multiple potential options. Matthews shared that a 2017 TIF bill was passed but ultimately overturned after a lawsuit from ATRA determined the policy was unconstitutional. She offered to share the text of the bill she previously worked on and noted that any new proposals would need to mitigate the previous concerns of ATRA.

After discussion, Mayor Goode made a motion to assign **BFED 4** as a resolution to be considered by the Resolutions Committee. Vice Mayor Parsons seconded the motion, and it passed by majority voice vote.

The table below summarizes the **BFED** Committee’s actions:

POLICY ISSUE	DISPOSITION BY COMMITTEE
1. Amend Home Rule	Approved
2. Property disposition; donation	Assigned for further study
3. Special districts; reformation	Approved
4. Tax Increment Financing	Approved

Jerry Weiers
Mayor of Glendale
Chair, Budget, Finance and Economic Development Committee



BFED 1

League of Arizona Cities & Towns Resolution

Allow cities and towns to make mid-year budget adjustments.

A. Purpose and Effect of Resolution

Revise Arizona's Home Rule framework by allowing cities and towns that have adopted the alternative expenditure limitation to adjust their budgets mid-year. The proposal would offer greater flexibility in managing unexpected revenues or expenditures, particularly those related to grants and intergovernmental funds. Cities and towns are currently required to overinflate budget estimates to account for contingencies, which can confuse voters and lead to inefficiencies.

B. Relevance to Municipal Policy

Cities and towns often receive unpredictable funding from state and federal sources. The inability to modify budgets mid-year limits local governments' ability to effectively administer programs and services. Enhancing the flexibility of Home Rule cities through statutory change might improve budget accuracy, transparency, and responsiveness to community needs.

C. Fiscal Impact to Cities and Towns

The resolution would provide increased budgetary flexibility and may reduce the need to include large contingency amounts in annual budget planning. This could improve public understanding of local budgets and optimize resource allocation.

D. Fiscal Impact to the State

There is no anticipated fiscal impact to the state.

E. Contact Information:

Sponsoring City or Town: Prescott

Name: Dallin Kimble, City Manager

Phone: (928) 777-1435

Email: citystaff@prescott-az.gov

League Staff: René Guillen



BFED 3

League of Arizona Cities & Towns Resolution

Reform governance processes of special districts to enhance fair representation.

A. Purpose and Effect of Resolution

Ensure equitable representation on special taxing districts—particularly library districts—that operate across city, town, and county boundaries. In many cases, these districts serve large municipal populations yet are governed solely by county officials. The resolution seeks to explore governance models or appointment mechanisms that reflect the constituents being served.

B. Relevance to Municipal Policy

Municipalities often provide significant funding to special districts through property taxes paid by residents yet lack meaningful oversight or decision-making authority. This disconnect can lead to misaligned priorities, inefficient service delivery, and strained intergovernmental relationships. Rebalancing representation on these district boards would enhance transparency, accountability, and cooperation across levels of government.

C. Fiscal Impact to Cities and Towns

While there may be no direct fiscal impact, more equitable governance could lead to improved use of taxpayer funds and more responsive service delivery.

D. Fiscal Impact to the State

There is no anticipated fiscal impact to the state.

E. Contact Information:

Sponsoring City or Town: Prescott

Name: Dallin Kimble, City Manager

Phone: (928) 777-1435

Email: citystaff@prescott-az.gov

League Staff: René Guillen



BFED 4

League of Arizona Cities & Towns Resolution

Authorize the use of Tax Increment Financing.

A. Purpose and Effect of Resolution

Authorize the use of Tax Increment Financing (TIF) as an economic development tool for Arizona municipalities. TIF allows local governments to dedicate future increases in property tax revenues from a defined area toward public infrastructure or private development incentives within that area. This proposal mirrors prior efforts to grant cities and towns the authority to use TIF in a manner consistent with safeguards implemented in other states.

B. Relevance to Municipal Policy

Arizona remains one of the few states that does not authorize the use of TIF. Cities and towns need flexible tools to finance infrastructure improvements and stimulate reinvestment in aging or underutilized areas. TIF can serve as a critical catalyst for revitalization, job creation, and affordable housing when paired with proper transparency and public accountability provisions.

C. Fiscal Impact to Cities and Towns

Adoption of TIF authority would expand local financing options without the need to levy additional taxes. Municipalities could use existing growth in assessed valuation to fund capital projects in a more targeted and sustainable manner.

D. Fiscal Impact to the State

There is no anticipated fiscal impact to the state.

E. Contact Information:

Sponsoring City or Town: Prescott

Name: Dallin Kimble, City Manager

Phone: (928) 777-1435

Email: citystaff@prescott-az.gov

League Staff: René Guillen



Chair's Report of the General Administration, Human Resources and Elections Committee

Mayor Alexis Hermosillo, Chair

Resolutions Committee Meeting, League Annual Conference

On **May 27, 2025**, and **June 24, 2025**, the General Administration, Human Resources & Elections (GAHRE) Committee convened to discuss seven policy issues submitted by Prescott, Douglas, Queen Creek, Buckeye, Florence, and the League. Below is a summary of the issues considered and committee discussion and recommendations.

1. Allow candidates for council appointed positions to remain confidential Prescott (GAHRE 1)

Prescott Human Resources Director Brandon Nunez presented **GAHRE 1** and explained how several promising job candidates for positions with the city are deterred from the hiring process once they realize their names and resumes will be publicly released as finalists for the position. The current legal precedent for this process comes from Arizona Public Records Law. Sahuarita Councilmember Diane Priolo inquired about any specific examples of harm resulting from this process and Mr. Nunez shared a case study from Prescott.

Fountain Hills Councilmember Peggy McMahon asked whether this proposal would come into conflict with the Arizona Public Records Law, and League staff shared that other states have varying policies, and we could either change state law to make disclosure optional or exempt only cities and towns from the disclosure requirements. Queen Creek Councilmember Jeff Brown inquired as to existing court precedent, and League staff clarified the legal precedent surrounding public interest in disclosure. Councilmember Brown also shared that some communities have a public input process and that we should ensure this proposal does not prevent communities from involving the public. Further discussion ensued surrounding examples of harm in other cities, and everyone agreed that we must balance the need to avoid losing top candidates with the need to uphold government transparency. After discussion, Councilmember Brown motioned to approve **GAHRE 1** as a possible future resolution for further study. Avondale Councilmember Max White seconded the motion, and it passed unanimously via voice vote.

At the following meeting, Mr. Nunez elaborated further on his position and League staff shared their research into similar laws, finding that just two states exempt candidate records from disclosure except for finalists. Several committee members expressed concern regarding reductions in transparency, especially for prominent, public positions. After further discussion, Clarkdale Mayor Robyn Prud'homme-Bauer motioned to again assign **GAHRE 1** for further study. Tempe Councilmember Berdetta Hodge seconded the motion, and it passed unanimously via voice vote.

2. Work with state partners to provide a variety of support to rural communities Douglas (GAHRE 2)

Douglas Mayor Pro Tem Danya Acosta presented **GAHRE 2** requesting support for economic revitalization in Douglas and other rural communities. Mayor Pro Tem Acosta explained the economic situation in Douglas and gave a presentation proposing a variety of policy mechanisms, including grant programs, tax incentives, infrastructure development, and more. League staff shared that some of the proposed items are outside the scope of the League's legislative advocacy, and that they would be holding a discussion with individuals from Douglas to explore opportunities for collaboration with various organizations. League staff recommended that one particular item, addressing blighted properties, could be pursued as a legislative issue.



Chair Hermosillo expressed that she empathized with Douglas' position and hoped the committee could find a path to help rural communities. Other committee members also expressed their support and shared alternative options for Douglas to explore. League staff suggested that the blight issue be proposed separately at the following meeting.

After discussion, Councilmember Brown motioned to approve **GAHRE 2** as a non-legislative issue. Maricopa Councilmember Eric Goettl seconded the motion, and it passed unanimously via voice vote.

3. Authorize the termination of a candidate committee if the candidate is deceased Queen Creek (GAHRE 3)

Councilmember Brown presented **GAHRE 3** and shared Queen Creek's recent experience having two councilmembers die while in office or immediately after having left office. Following these deaths, Queen Creek questioned how their municipal clerks should proceed with the termination of a municipal candidate's campaign committee who has passed away without a designated treasurer. Clarity is needed since statute does not address this issue. This proposal stipulates that, when a candidate passes away, it is assumed their intention was to terminate the committee. If the candidate was also the treasurer, their executor could dispose of the funds and close the committee.

Goodyear Councilmember Benita Beckles raised concerns about the mechanism for disposal of funds by an executor, and Councilmember Brown clarified that the executor would need to comply with existing campaign finance law. Councilmember Priolo questioned what the procedure would be if someone died without an executor or other legal representative. League staff commented that we would need to include language about moving forward with the court-appointed legal representative. There was also consensus that language should be added to clarify and ensure compliance with campaign finance laws.

After discussion, Mayor Hermosillo motioned to approve **GAHRE 3** as a resolution to be considered by the Resolutions Committee. Councilmember Hodge seconded the motion, and it was approved unanimously via voice vote.

4. Create additional one-year extension of voter approved TPT rates to comply with consolidated elections League (GAHRE 4)

League staff presented **GAHRE 4** and explained that several cities have TPT rates with voter-approved sunset provisions that were originally scheduled for odd-numbered year elections. Due to the state's consolidated elections schedule, these cities may not be able to renew their tax rates on time. About two dozen communities are expected to be impacted by this change, potentially impacting revenue streams. This proposal aims to ensure continuity and maintain funding. Councilmember Goettl posited that affected municipalities may be allowed to renew their tax a year early.

After discussion, Phoenix Councilmember Kesha Hodge Washington motioned to approve **GAHRE 4** as a resolution to be considered by the Resolutions Committee. Councilmember White seconded the motion, and it was approved unanimously via voice vote.

5. Streamline annexation processes for those impacting sole owners or those initiated by ownership groups Buckeye (GAHRE 5)

Buckeye Deputy Director of Government Affairs John Raeder and Deputy Director of Developmental Services Adam Copeland presented **GAHRE 5** to streamline the annexation process for uncontested, single-owner annexations. The proposal aims to expedite the process by reducing the number of public hearings, modifying signage requirements, and allowing online publication of notices instead of written publications. Councilmember Brown suggested that, for larger parcels, we could increase signage announcing the annexation, and Mesa Councilmember Julie Spilsbury agreed. Glendale Councilmember Bart Turner commented that the League could also consider adding a provision addressing annexations where neighboring communities might also have an interest in the annexation.



After discussion, Councilmember Hodge motioned to approve **GAHRE 5** as a resolution to be considered by the Resolutions Committee. Mayor Prud'homme-Bauer seconded the motion, and it was approved unanimously via voice vote.

6. Tighten oversight of neglected historic properties & authorize municipalities to establish requirements for buildings that are vacant or abandoned Douglas (GAHRE 6)

League staff presented **GAHRE 6** and explained that, following discussion with Douglas after the May meeting, the League decided focusing on blight remediation was a strong option for statutory change. They shared that similar legislation was pursued in 2020 after the Town of Superior successfully sponsored a resolution in 2019. That would have allowed cities and towns to create enforcement and registration programs for vacant buildings, collect fees to mitigate nuisances, and potentially demolish problematic properties. However, as with many bills that year, the bill stalled amid the pandemic but received strong support from the Government Committee that year. Douglas City Manager Ana Urquijo added further context to her conversations with the League and her efforts to address blighted properties in Douglas.

Councilmember McMahon asked whether this proposal would be aimed at historic properties or blighted properties in general, and League staff clarified that this would be for blighted properties in general. They added that, although options may exist to address this issue in charter cities, pursuing statewide legislation would benefit non-charter cities as well.

After discussion, Councilmember White motioned to approve **GAHRE 6** as a resolution to be considered by the Resolutions Committee. Mayor Prud'homme-Bauer seconded the motion, and it passed by majority voice vote.

7. Require employers to pay a minimum of 40 hours paid military leave and start a state reimbursement program for small businesses Florence (GAHRE 7)

Florence Intergovernmental Relations Manager Jeff Graves presented **GAHRE 7** to establish a minimum of 40 hours paid military leave with a state reimbursement program for small businesses. He explained that, while employers can currently give paid military leave if they choose, it is not required that they do so. Committee members questioned whether placing requirements on all employers, both public and private, was really within the purview of municipalities to address and expressed discomfort with bringing this to the state legislature.

After discussion, Councilmember White motioned to decline to pursue **GAHRE 7** further. Councilmember Beckles seconded the motion, and it was approved unanimously via voice vote.



The table below summarizes the GAHRE Committee's actions:

POLICY ISSUE	DISPOSITION BY COMMITTEE
1. Public employees; confidentiality	Assigned for further study
2. Rural Revitalization	Assigned a non-legislative solution
3. Candidate committees; deceased	Approved
4. TPT; consolidated elections	Approved
5. Annexation	Approved
6. Blight remediation	Approved
7. Military Leave	Declined

Alexis Hermosillo

Mayor of El Mirage

Chair, General Administration, Human Resources and Elections Committee



GAHRE 3

League of Arizona Cities & Towns Resolution

Authorize the termination of a candidate committee if the candidate is deceased.

A. Purpose and Effect of Resolution

Clarifying campaign finance laws will provide guidance for municipal clerks and other filing officers when dealing with the termination of a candidate committee for a deceased candidate. Existing statute outlines the procedures a candidate must follow to terminate their candidate committee but does not outline a process for termination of an account for a deceased candidate.

B. Relevance to Municipal Policy

Municipal clerks are the sole filing officers for city candidates. For them to be able to enforce campaign finance laws, the proposed statutory changes will better equip clerks on how to proceed with the termination of a candidate committee for a deceased candidate. By allowing for a designated treasurer to take over, this will provide guidance to clerks and other filing officers when dealing with this particular situation.

C. Fiscal Impact to Cities and Towns

There is no anticipated fiscal impact to cities and towns.

D. Fiscal Impact to the State

There is no anticipated fiscal impact to the state.

E. Contact Information:

Sponsoring City or Town: Queen Creek

Name: Heather Wilkey, Intergovernmental Relations Director

Phone: (480) 358-3913

Email: heather.wilkey@queencreekaz.gov

League Staff: Jarizbeth Caballero



GAHRE 4

League of Arizona Cities & Towns Resolution

Create additional one-year extension of voter approved TPT rates to comply with consolidated elections.

A. Purpose and Effect of Resolution

Several cities have TPT rates with a voter-approved sunset provision originally scheduled for odd-numbered years. The proposal would provide a fix to align sunset-related elections originally set for odd-numbered years with the established even-year schedule as prescribed in A.R.S § 16-204.

B. Relevance to Municipal Policy

TPT rates establish a revenue source for cities and towns to provide adequate resources to residents. Established TPT rates are voter approved with sunset dates. State statute establishes that elections must be held on even-numbered years. Some cities had established their TPT rates prior to the consolidated election statute going into effect. Establishing a mechanism for municipalities with TPT rates set to sunset in odd-numbered years will preserve voter intent and maintain vital local funding. Without the fix, municipalities may face a loss of revenue, which would impact local governments and residents.

C. Fiscal Impact to Cities and Towns

Renewing TPT rates on time would avoid potential revenue loss.

D. Fiscal Impact to the State

There is no anticipated fiscal impact to the state.

E. Contact Information:

Sponsor: League

Name: Lee Grafstrom, Tax Policy Analyst

Phone: (602) 258-5786

Email: lgrafstrom@azleague.org



GAHRE 5

League of Arizona Cities & Towns Resolution

Streamline annexation processes for those impacting sole owners or those initiated by ownership groups.

A. Purpose and Effect of Resolution

Modernize and streamline Arizona's municipal annexation process, which is often time-consuming, duplicative, and administratively burdensome. Cities and towns report significant delays when attempting to annex areas with willing landowners, due to outdated procedural requirements that may not reflect current land use or development realities.

B. Relevance to Municipal Policy

Efficient annexation processes are essential for orderly growth, service delivery, and regional planning. Streamlining annexation procedures—while maintaining transparency and landowner consent—can help municipalities manage urban expansion, provide services more effectively, and ensure consistent zoning and development standards in newly annexed areas.

C. Fiscal Impact to Cities and Towns

Streamlined annexation procedures may reduce administrative costs and enable more timely integration of new areas into city services and infrastructure planning. Over time, annexation can also increase local revenue through expanded tax bases.

D. Fiscal Impact to the State

There is no anticipated fiscal impact to the state.

E. Contact Information:

Sponsoring City or Town: Buckeye

Name: John Raeder, Government Affairs Deputy Director

Phone: (623) 204-8177

Email: jraeder@buckeyeaz.gov

League Staff: Marshall Pimentel



GAHRE 6

League of Arizona Cities & Towns Resolution

Tighten oversight of neglected historic properties & authorize municipalities to establish requirements for buildings that are vacant or abandoned.

A. Purpose and Effect of Resolution

Provide cities and towns with additional policy tools to address neglected and abandoned historic properties. These properties, often owned by absentee investors, pose health and safety risks and hinder revitalization efforts in downtown cores and historic districts. Proposed mechanisms include legal frameworks to compel preservation or transfer of ownership, flexible building code toolkits, public transparency requirements, and a fee structure to support restoration compliance.

B. Relevance to Municipal Policy

Historic preservation plays a vital role in community identity, tourism, and economic development. However, local governments often lack sufficient authority or resources to address long-term neglect of historic structures. This proposal builds on prior League advocacy, including the 2019 resolution from the Town of Superior and 2020 legislation – *HB2705: vacant; abandoned buildings; ordinances*.

C. Fiscal Impact to Cities and Towns

Expanded authority and resources would support more proactive and cost-effective management of deteriorating properties.

D. Fiscal Impact to the State

There is no anticipated fiscal impact to the state.

E. Contact Information:

Sponsoring City or Town: Douglas

Name: Ana Urquijo, City Manager

Phone: (520) 417-7303

Email: ana.urquijo@douglasaz.gov

League Staff: Marshall Pimentel



Chair’s Report of the Neighborhoods, Sustainability, and Quality of Life Policy Committee

Mayor Mark Stanton, Chair

Resolutions Committee Meeting, League Annual Conference

The Neighborhoods, Sustainability & Quality of Life (NSQL) Committee convened on **June 25, 2025**, to discuss one policy issue submitted by the League. Below is a summary of the issue considered and committee discussion and recommendations.

1. Allow cities to rein in the proliferation of short-term rentals and address repeat violators League (NSQL 1).

League staff presented **NSQL 1** explaining that, for the past two years, the League has been advocating for municipal regulation of short-term rentals (STRs) at the state legislature ever since the cities of Scottsdale and Sedona successfully advocated for similar resolutions two years ago. In 2022, legislation was passed to allow limited reforms including a local license requirement, neighbor notification of new STRs, fines for verified violations, and limited conditions under which cities could suspend or revoke licenses. However, STR licenses can only be revoked if there are three verified violations in a twelve-month period, or if egregious acts such as felony offenses, serious physical injury, or death occur on the property. Communities throughout the state have expressed frustration over ongoing issues with STRs and the impact on their residents.

Pinetop-Lakeside Mayor Stephanie Irwin expressed her support for as much local control over the issue as possible but questioned how such a policy would be drafted. League staff clarified that any legislation pursued by the organization would be permissive to allow each city and town to tailor local ordinances to their needs. Chandler Vice Mayor Christine Ellis asked about existing opposition to this proposal, and League staff shared that, while the industry lobbies heavily against this issue, the public widely supports it. Phoenix Councilmember Debra Stark added that existing groups like Arizona Neighborhood Alliance actively lobby to support cities facing problems with short-term rentals. Discussion ensued surrounding other ways the committee members could engage legislators in coalition building to garner support for the issue.

After discussion, Councilmember Stark motioned to approve **NSQL 1** as a resolution to be considered by the Resolutions Committee. Vice Mayor Ellis seconded the motion, and it passed unanimously via voice vote.

The table below summarizes the NSQL Committee’s actions:

POLICY ISSUE	DISPOSITION BY COMMITTEE
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1. STR Regulation	Approved
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Mark Stanton
Mayor of Paradise Valley
Chair, Neighborhoods, Sustainability and Quality of Life Committee



NSQL 1

League of Arizona Cities & Towns Resolution

Allow cities to rein in the proliferation of short-term rentals and address repeat violators.

A. Purpose and Effect of Resolution

Restore local control and strengthen enforcement capabilities by allowing municipalities to limit the number of short-term rental (STR) licenses issued, impose minimum distance requirements, and cap the total number of STRs in oversaturated areas. Additionally, the proposal aims to reduce the threshold for license revocation, enabling cities to take action against repeat violators.

B. Relevance to Municipal Policy

Since the enactment of *SB1350: online lodging; administration; definitions* in 2016, STRs have greatly impacted housing availability and affordability in parts of the state, particularly in small communities. Other areas of the state that are highly desirable for tourists also see high rates of STRs, some as high as ten percent of their local housing stock. This issue has been caused by private equity investors that have bought many properties throughout the southwestern parts of the U.S. for the sole purpose of renting those properties. In addition to limiting housing stock and affordability, these actions also impact the makeup of neighborhoods and the community. Providing municipalities with capabilities to have better authority over STRs will aid in diminishing the impacts of STRs on local communities and housing availability and affordability.

C. Fiscal Impact to Cities and Towns

No anticipated fiscal impact to cities and towns.

D. Fiscal Impact to the State

No anticipated fiscal impact to the state.

E. Contact Information:

Sponsor: League

Name: Tom Savage, Legislative Director

Phone: (602) 258-5786

Email: tsavage@azleague.org



Chair’s Report of the Public Safety, Military Affairs, and the Courts Policy Committee

Mayor Tom Murphy, Chair

Resolutions Committee Meeting, League Annual Conference

The Public Safety, Military Affairs & the Courts (PSMAC) Committee convened on **May 28, 2025** to discuss one policy issue submitted by the League. Below is a summary of the issue considered and committee discussion and recommendations.

1. Coordinate with state partners to protect and preserve PSPRS League (PSMAC 1).

League Executive Director Tom Belshe presented **PSMAC 1** and explained that he had been contacted by the County Supervisors Association to address preserving benefits provided by the Public Safety Personnel Retirement System (PSPRS). High pension debt has spurred proposals to reform PSPRS, including expanding benefits, but these proposals risk increasing budget costs for local governments and creating mistrust. Changes are also difficult to revise once enacted because they are constitutionally protected. Mr. Belshe explained the importance of preserving existing PSPRS benefits and identified these risks associated with increasing benefits.

Chair Murphy expressed agreement and added that the previous Tier 3 changes were created with input from police and firefighters, reiterating the importance of additional input and participation when making changes to the system. Goodyear Councilmember Trey Terry asked how this pertains to *SB1365: PSPRS; member contributions* – legislation that would have capped the employee contribution rate. League staff explained the proposed provisions in SB1365 and added that, although the bill ultimately failed, it represents a warning sign of support for changes made without stakeholder engagement that could undermine the system’s stability. Glendale Councilmember Ray Malnar added that, although the system appears stable right now, it is because cities like Glendale went into significant debt to ensure its solvency. League staff added that the goal of the system was originally to create a win-win system for employees and employers alike, and that we need to keep that goal in mind moving forward.

Councilmember Malnar motioned to approve **PSMAC 1** as a resolution to be considered by the Resolutions Committee. Quartzsite Councilmember Starr BearCat seconded the motion, and it was approved unanimously via voice vote.

The table below summarizes the PSMAC Committee’s actions:

POLICY ISSUE	DISPOSITION BY COMMITTEE
1. PSPRS; protect; preserve	Approved

Tom Murphy
Mayor of Sahuarita
Chair, Public Safety, Military Affairs, and the Courts



PSMAC 1

League of Arizona Cities & Towns Resolution

Coordinate with state partners to protect and preserve PSPRS.

A. Purpose and Effect of Resolution

Coordinate with state partners to maintain the integrity of prior pension reforms. Advocate for data-driven analysis of any proposed pension changes and continue to support efforts to reduce long-term repayment costs.

B. Relevance to Municipal Policy

Significant progress has been made to reduce PSPRS debt through reform, bonding, and supplemental payments. However, some proposals have sought to expand benefits or adjust contributions, potentially undermining reform efforts, increasing long-term costs, and impacting local budgets. Pension changes, once enacted, are constitutionally protected and difficult to revise. Efforts will be made to preserve PSPRS and ensure that any adjustments made to pension benefits or contributions are made in a manner that preserves local revenue and protects employees.

C. Fiscal Impact to Cities and Towns

No anticipated fiscal impact to cities and towns.

D. Fiscal Impact to the State

No anticipated fiscal impact to cities and towns.

E. Contact Information:

Sponsor: League

Name: Marshall Pimentel, Senior Legislative Associate

Phone: (602) 258-5786

Email: mpimentel@azleague.org



Chair's Report of the Transportation, Infrastructure and Public Works Policy Committee

Mayor Nancy Smith, Chair

Resolutions Committee Meeting, League Annual Conference

On **June 30, 2025**, the Transportation, Infrastructure & Public Works (TIPW) Committee convened for one proposal submitted by Lake Havasu City. Below is a summary of the issues considered and committee discussion and recommendations.

League staff and Prescott Mayor Phil Goode started the meeting by providing a brief update on last year's proposal to charge a user fee at electric vehicle charging stations. The issue will continue to be studied further.

1. Support RTAC Federal Transportation Agenda to provide additional local resources in the next federal transportation authorization bill Lake Havasu City (TIPW 1).

Lake Havasu City Councilmember Nancy Campbell presented **TIPW 1** to support the Rural Transportation Advocacy Council's Federal Transportation Agenda. The RTAC agenda proposes several advocacy actions, including fixing the Highway Trust Fund, adjusting the formulas used to allocate federal transportation funds, increasing funding for local transportation organizations, eliminating local match requirements for grants, and allocating more resources to rural road safety and transit services. In her presentation, Councilmember Campbell connected these policy issues to several transportation issues Arizona is facing, mainly emphasizing a lack of funding. League staff clarified that the League does not have a federal advocacy arm, but there are various options that could be considered to move the issue forward.

Chair Smith shared three options: writing a letter to send to the Arizona congressional delegation, drafting talking points for Executive Committee members to use when meeting with members of Congress, or working through the National League of Cities. Councilmember Campbell added that, because transportation bills only come up every five years in Congress, advocacy needed to occur sooner than later as drafting of the bill begins in 2026.

Peoria Councilmember Jon Edwards shared that he would like more information on what other states are doing before supporting this proposal and Phoenix Councilmember Laura Pastor agreed. Glendale Councilmember Lauren Tolmachoff commented that removing the local match requirement for rural communities would result in an uneven playing field. Several council members asked questions about next steps if the proposal was assigned for further study considering Lake Havasu City's proposal is time sensitive and would require action before the bill is drafted. League staff clarified that the proposal would be passed on to the Executive Committee for review, but that a briefing could be held with members of the TIPW committee.

After discussion, Councilmember Tolmachoff motioned to assign **TIPW 1** as a possible future resolution that needs more study and clarification. Chandler Councilmember O.D. Harris seconded the motion, and it passed by majority voice vote.

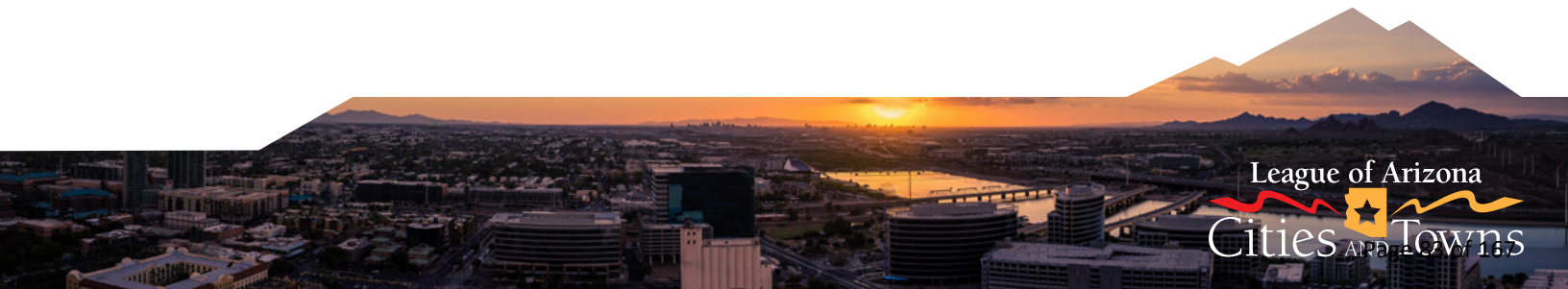


The table below summarizes the **TIPW** Committee's actions:

POLICY ISSUE	DISPOSITION BY COMMITTEE
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1. Federal Transportation Funding	Assigned for further study
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Nancy Smith
Mayor of Maricopa
Chair, Transportation, Infrastructure and Public Works Committee



To: Mayor Thomas L. Schoaf and Members of the City Council
From: Paige Peterson, Assistant City Manager / Director of Finance
Through: Matthew Williams, City Manager
Meeting Date: 8/6/2025
Presenter: Paige Peterson, Asst. City Mgr/Finance Director

RECOMMENDED MOTION:

MOVE TO APPROVE THE AGREEMENT FOR ORACLE CLOUD SERVICES.

BACKGROUND/DISCUSSION:

The City purchased the current finance and accounting system in 1999. Since then, there have been few updates to the system; the updates that have been implemented often times do not work and involve a third party. The layout, overall platform, settings, and reporting features are still the same as they were in 1999. The average time to generate a report is 10 minutes. In a fast-paced environment, this is no longer feasible. Competitors have created robust systems that include AI enhancements such as invoice readers and application programming interface (API) integrations. The current system cannot connect to the payroll system, business license system, or bank which requires all of these to be manual processes. The current system does not have built-in workflows that actually work, so the entire purchasing process from the requisition to check is a manual process through Adobe Sign or Excel which is inefficient, time-consuming and expensive.

During the Fiscal Year 2026 budget process, the current budget system stopped working approximately one week before department budgets were due. Unfortunately, the provider couldn't give an explanation as to what happened nor could they provide a date as to when it would be fixed. The best they could offer was to finish the budget in Excel. In order to keep the budget deadlines, staff had to create spreadsheets for manual entries. Manual processes take more time and have a higher likelihood of error.

Because of the issues described above, staff started researching other systems last fall. We attended four demonstrations, reviewed three systems, and compared them to our current system.

Based on the evaluation, staff is recommending the Oracle Net Suite system. It includes AI integration, banking integration, AI invoicing, purchasing workflows, budgeting, a hosted web-based environment, a full-time sandbox (test site), a fast and robust reporting system, and a dedicated implementation team during and after implementation. This system will enhance

our process and procedures by helping to detect errors, anomalies, fraud attempts and increase overall efficiency. By increasing efficiency, staff will have time to focus on other important tasks such as tax collections, tax education and business licenses.

Other quotes received, including our current system, and the recommended system are below:

Oracle Net Suite: Annual Price: \$30,595, Implementation: \$105,694

Current System: Annual Price: \$23,940, Plus Adobe Sign ~\$9,000 annually

System A: Annual Price: \$7,080, Implementation: \$10,620. This system is very similar to the current system.

System B: Annual Price: \$25,515, Implementation: \$45,000. This system includes enhancements the current system does not have, but still relies on an old platform to update reports, uses a third-party vendor for their budgeting system, and the invoice reader cannot read split invoices.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The FY2026 Capital Improvement Budget includes \$125,000 for a new financial system. The quoted implementation fee is \$105,000 plus estimated travel expenses of \$10,600; however, staff intend to work with the implementation team remotely and not incur any travel costs. It is estimated the implementation will take 8 months, which will cost \$20,392 for the monthly subscription, bringing the grand total (excluding travel) to \$125,392. Once the implementation is complete, the monthly reoccurring charge of \$2,549 will be charged to the Finance operating budget. The monthly subscription price is guaranteed for 36 months.

ATTACHMENTS:

1. City of Litchfield Park Subscription
2. US-OD-19141143-LitchfieldPark-v2FINAL
3. Public Sector Agreement for Oracle Cloud Services



ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	City of Litchfield Park	Contact	Paige Peterson
Address	214 W Wigwam Blvd Litchfield Park AZ 85340	Phone Number	+1 (623) 889-6206
		Email Address	ppeterson@litchfield-park.org

New Subscription

Services Period: 36 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B95913 - Oracle NetSuite for Government Cloud Service, Basic Edition - Hosted Environment	NORTH AMERICA	1	36 mo	2,214.90	79,736.40
B94584 - Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User	NORTH AMERICA	2	36 mo	23.59	1,698.73
B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each	NORTH AMERICA	1	36 mo	240.27	8,649.67
B94585 - Oracle NetSuite for Government Cloud Service, Additional Self Service Users - 5 Hosted Named Users	NORTH AMERICA	2	36 mo	23.59	1,698.73
Subtotal					91,783.53

Fee Description	Net Fee
Cloud Services Fees	91,783.53
Net Fees	91,783.53
Total Fees	91,783.53

A. Terms of Your Order

1. Applicable Agreement:

- a. Public Sector Agreement for Cloud Services US-CSA-CPQ-3829956

2. Cloud Payment Terms:

- a. Net 30 days from invoice date

3. Cloud Payment Frequency:

- a. Quarterly in Arrears

4. Currency:

- a. US Dollars

5. Offer Valid through:

- a. 23-AUG-2025

6. Service Specifications

- a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

7. Services Period

- a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

2. Optional Renewal Period for Cloud Services

- a. You shall have the option to renew the same Cloud Services listed in the table above section A at the same quantities for one (1) additional 36-month renewal period ("Option Renewal Period") for the following annual amounts:

- Option Year 1 \$[the "Cloud Services Fees" specified in the Fee Description/Net Fee table above section A divided by 3, multiplied by 1.05]
- Option Year 2 \$[Option Year 1 multiplied by 1.05]
- Option Year 3 \$[Option Year 2 multiplied by 1.05]

The total net fee for Cloud Services for the Option Renewal Period will be the sum of the three option years specified above.

- b. Professional Services are not included in the Option Renewal Period.

- c. The Cloud Services listed in the tables above section A may not be renewed at the Option Renewal Period pricing specified above if (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services specified in this ordering document.



PROFESSIONAL SERVICES
ORDERING DOCUMENT

Ordering Document Number: US-19141143

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Your Name: City of Litchfield Park Your Address: 214 W Wigwam Blvd Litchfield Park, AZ 85340
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Oracle Representative:	Matt Sorrell	Your Billing Contact:	Paige Peterson
Address:	2300 Oracle Way Austin, TX 78741	Address:	214 W Wigwam Blvd Litchfield Park, AZ 85340
Phone Number:	262-385-8474	Phone Number:	623-889-6206
Email Address:	Matt.sorrell@oracle.com	Email Address:	ppeterson@litchfieldpark.gov

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$105,694.00	\$10,600.00	\$116,294.00
Total Fees and Estimated Expenses				\$116,294.00

A. TERMS

- Applicable Master Agreement:** This order incorporates by reference the Master Agreement US-CSA-CPQ-3829956 and all amendments and addenda thereto (collectively, the "Master Agreement"). You acknowledge and agree that the terms and conditions of this ordering document are contingent upon the execution of the Master Agreement between the parties on or prior to the last signature date of this ordering document. If the parties do not execute the Master Agreement on or prior to the last signature date of this ordering document, then this ordering document shall be deemed to have no legal effect, even if executed.
- Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at <https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf> apply to and are incorporated into this order.
- Payment Terms:** Net 30 days from invoice date.
- Currency:** US Dollars.
- Offer Valid through:** 31-AUG-2025.
- Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.
- Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.
- Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The

services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
2. Conflict of Interest. This order is subject to the provisions of A.R.S. § 38-511. The City of Litchfield Park (the "City") may cancel this order without penalty or further obligations by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating this order on behalf of the City is, at any time while this order or any extension of this order is in effect, an employee of any other party to this order in any capacity or a contractor to any other party of this order with respect to the subject matter of this order and Oracle intentionally hired the employee with direct knowledge of such employee's conflict of interest.
3. E-Verify Requirements. To the extent applicable under A.R.S. § 41-4401, Oracle America, Inc. ("Oracle") and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214(A). Oracle's or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of this order by the City. The City retains the legal right to randomly inspect the papers and records of Oracle and its subcontractors who work on this order to ensure that Licensor and its subcontractors are complying with the above-mentioned warranty.
4. Boycott of Israel. To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify that they are not currently engaged in, and agree for the duration of this order to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

5. Forced Labor of Ethnic Uyghurs Prohibited. To the extent applicable under A.R.S. § 35-394, by entering into this order, Oracle certifies and agrees Oracle does not currently use and will not use for the term of this order: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

City of Litchfield Park	Oracle America, Inc.
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____	<i>{to be completed by Oracle}</i>

Your Name: City of Litchfield Park
Ordering Document Number: US-19141143
Exhibit Number: 1

1. Description of Services.

Oracle will provide You with up to eighty-seven (87) person days of technical and functional assistance with the cloud enablement of Oracle NetSuite for Government Cloud Service ("NetSuite for Government") (the "Services"). Oracle will assist You in the following phases:

A. Phase 1 – Finance:

Oracle will assist You with enablement of the following functionality within the Finance module:

Finance Functional Areas
Journals
Budget (expense and revenue)
Accounts Payable
Purchasing
Fixed Assets
Bank Reconciliation
Bank Positive Pay

1. Focus Phase:

- a. Conduct one (1) project kick-off workshop for up to two (2) person days for Your project team to review the project governance processes and complete strategy sessions including:
 1. Scope management process;
 2. Risk management process;
 3. Issue management process;
 4. Communications management process;
 5. Configuration management process;
 6. Quality management process;
 7. Review the welcome packet;
 8. Data conversion strategy session;
 9. Integration strategy session; and
 10. Workflow strategy session.
- b. Create and provide an initial project work plan, which will include the following:
 1. Tasks, estimated start and end dates, and estimated durations;
 2. Assigned resources from You and Oracle; and
 3. Known dependencies.

2. Refine Phase:

- a. Conduct up to seven (7) workshops of up to two (2) hours each for Your project team to review functional business processes and data migration for the following:
 1. Chart of Accounts ("CoA") setup and fund management;
 2. Entity setup;
 3. General ledger and budgeting;
 4. Fixed assets; and
 5. Follow-up sessions.
- b. Conduct up to two (2) workshops of up to two (2) hours each for Your project team to review:
 1. Procurement functional business process and data migration; and
 2. Procurement follow-up session.
- c. Conduct up to two (2) workshops of up to two (2) hours each for Your project team to review functional business processes for the following:
 1. Bank reconciliation; and

2. Integrations.
- d. Document the findings from each workshop in an engagement report.
- e. Configure NetSuite for Government hosted environment based upon the engagement reports.
- f. Assist with the loading of Your finalized datasets for Finance as follows:

Finance Functional Area	Finalized datasets to be loaded
Journals	Up to one (1)
Budget	Up to one (1)
Accounts Payable	Up to one (1)
Purchasing	Open/active Purchase Orders, only
Fixed Assets	Up to one (1)

- g. Provide up to Nine (9) total person days of guidance on configuring integrations to the following third-party applications:

Name of third party	Type of data	One-way Import/Export / Bidirectional	Frequency	Method (Application Programming Interface ("API") / Flat file)
US Bank	Positive pay, cleared transactions, ACH, wires	Bidirectional	As needed	Flat File
Paycor	Payroll	Import	As needed	Flat File
Business License System	Business License Revenue	Import	As needed	Flat File

- h. Configure up to one (1) of each of the following form templates to include Your information (logo, legal name, address, bill-to address, ship-to address, bank information, etc.):
 1. Invoice;
 2. Purchase order; and
 3. Accounts payable check.
3. Enable Phase:
 - a. Conduct up to twenty (20) functional training session(s) of up to two (2) hours each for Your project team on the NetSuite for Government Finance module.
 - b. Create a testing plan with You.
 - c. Provide up to three (3) person days over the course of six (6) weeks to assist with Finance user acceptance testing ("UAT").
4. Live-Operate Phase:
 - a. Conduct one (1) "Final Data Migration Workshop" for up to two (2) hours to complete final Finance data cutover.
 - b. Provide up to ten (10) person days of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live for Finance.
 - c. Facilitate the transition from Your implementation team to the NetSuite for Government support team for the Finance module.

2. Rates, Estimated Fees and Expenses, and Taxes.

- A. The Services are performed on a time and materials ("T&M") basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.
- B. Rates. For a period of twelve (12) months from the ordering document effective date, the Services will be performed at the rate of \$151.33 per hour. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle's consulting rates in effect when the Services are performed.
- C. Estimated Fees and Expenses. All fees and expenses will be invoiced monthly. The fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle's resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.

3. Project Management.

You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.

4. Your Cooperation.

- A. Prior to the commencement of Services, designate and identify a project sponsor and a project manager that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite hosted environment. Responsibilities include but are not limited to:
 - 1. Provide user feedback during configuration and validation.
 - 2. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required.
 - 3. Provide on-going support to internal users following the implementation.
- B. Enable administrator access to allow provisioning of Your NetSuite for Government hosted environment prior to the commencement of Services.
- C. Modify Your processes as necessary to align with the standard functionality of NetSuite for Government.
- D. Ensure that Your technical and functional resources have the necessary internal process knowledge and are empowered to make decisions.
- E. Ensure that Your team members are dedicated to completing their tasks related to these Services.
- F. Complete and return the questionnaire in the NetSuite for Government Welcome Packet to Your Oracle project manager prior to the project kick-off workshop.
- G. Be responsible for choosing Your desired form templates from the samples provided to You during the project kick-off workshop.
- H. Be responsible for providing positive pay sample file from Your banking institution.
- I. Be responsible for the configuration of NetSuite Pay and Smart Count.
- J. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
- K. You will accept Oracle NetSuite release upgrades.
- L. You will not film or record Oracle's delivery of Services, Oracle resources, or any Oracle materials.
- M. You are responsible for planning, executing, and managing all aspects of end-to-end and final reviews, including customizing the Oracle provided templates to prepare and execute test cases and plans and reviewing test results.
- N. Ensure that Your designated Learning Cloud Support passholder training attendee(s) are completing any implementation training courses assigned to them by the Oracle team in the timeline specified as mutually agreed by You and received from the Oracle at the start of the implementation.
- O. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
- P. Manage the post-production maintenance and support of Your NetSuite for Government hosted environment.
- Q. Workshop-related cooperation:
 - 1. For each workshop, make Your existing procedure and business process documentation available to Oracle at least one (1) week prior to the workshop.
 - 2. Make Your key decision owners available to attend the workshops.
 - 3. Respond to Oracle requests/queries within two (2) business days.
- R. Integration-related cooperation:

1. For each third-party listed in Section 1.A.2.g, You must provide integration specifications, third-party requirements, and have a live operating environment in place in order for the implementation team to perform the Services in this section.
 2. You will be live in production on all of Your third-party applications to be integrated with NetSuite for Government at least six (6) months prior to the planned go-live date of this implementation.
 3. Implement and maintain the production and consumption of the file-based interfaces with Your existing systems.
- S. Migration-related cooperation:
1. Be responsible for extracting the data from Your legacy system(s), providing it in the format specified by Oracle, and providing the Oracle team with all necessary context related to establishing the data migration process.
 2. Audit Your data for data migration, including historical years up through the current fiscal year.
 3. Financial data to be migrated must include the following:
 - a. Balances of fully qualified accounts (e.g., Fund-Dept-Obj, and other segments);
 - b. All general ledger impacting transactions (trial balance details), summed and compared by each fully qualified account to the provided balances; no transactions are omitted; and
 - c. Transaction details such as purchase orders, bills, invoices, credits, voids, adjustments, payments, checks, wires, etc. must identify which general ledger impacting transaction it is associated with. The values of these details are compared to the general ledger impacting transaction totals to validate that no details are omitted.
 4. Validate the final list data and transactional data within two (2) weeks from data upload.
5. Project Assumptions.
- A. A person day is defined as one (1) resource working up to eight (8) hours.
 - B. Standard functionality is defined as the functionality described in applicable documentation, for the NetSuite for Government application, provided by Oracle.
 - C. Hosted environment is defined as the combination of systems and supporting resources to which Oracle grants You access as part of the services ordered by You, that are (i) configured for the Oracle Programs operating on it and for specific uses as part of the services, and (ii) used by Oracle to perform the Services. The hosted environment consists of the production environment, and any non-production environment(s), as referenced in the applicable ordering document and Services policies.
 - D. The implementation methodology for the Services is the Oracle True Cloud Method ("TCM").
 - E. The NetSuite for Government standard chart of accounts segmentation structure will be used as a default segmentation with localization as required.
 - F. This estimate assumes configuration for up to one (1) legal entity, and up to one (1) legacy third-party software provider per module.
 - G. Workflows are limited to up to three (3) tiers of approval; models include:
 1. Journals;
 2. Budget adjustments;
 3. Accounts payable; and
 4. Purchase orders.
 - H. Integration-related assumptions:
 1. If the effort to implement the third-party integrations identified by You exceeds the estimates in Section 1.A.2.g, such adjustments shall be subject to the change control process.
 2. Except to the extent expressly stated in the Description of Services section of this document, the use of the terms "integrate" and "integration" throughout this document is not intended to mean that Oracle will ensure (i) the physical or functional integration of Oracle products with external legacy systems, third party products and/or other software applications; (ii) the functioning of Oracle products as a coordinated whole with such external legacy systems, third party products and/or other software applications; or (iii) any non-standard integration between Oracle products. Rather, the terms are used to refer to the overall concept of data exchange between the Oracle products and other systems, products or applications identified in this document, and may include interfacing and/or other methods of integration or interoperation as described in the Description of Services section of this document.
 - I. Migration-related assumptions:
 1. Data migration is limited to the assistance described in Section 1.A.2.f.

2. Data provided by Your organization will be validated by the Oracle Local Government implementation team before being loaded into NetSuite for Government. However, any discrepancies or inconsistencies will be returned to You for correction or clarification, up to three (3) revisions. It is recommended that data validation occur prior to submission of the finalized dataset for loading.
 3. The amount of time required to import legacy transactions and associated detail is determined by Your ability to provide reconciled data in the format requested. Delays may impact key implementation dates, including go-live.
 4. A finalized dataset for finance is defined as up to one (1) year's worth of historical data containing all the information that You wish to migrate, as validated by Your project team. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. This dataset should have all relevant details comprising the debits and credits against each accounting segment that impacts the general ledger. All transaction lines should be rounded to two (2) decimal places while maintaining balanced debits and credits and aligning with balances for each fiscal year. All transaction detail records (e.g., vendor bills, checks, accounts receivable invoices, cash receipts) must include an associating reference to the general ledger impacting transaction as well its relationship with other detail transactions such as bills-to-purchase orders or checks-to-bills. Subledger transactions details (i.e., subledger project transaction details) should be free of conflicts from their associated general ledger impact transaction.
- J. The following are not included in the scope of, or estimated fees for, Services under this exhibit:
1. Performance testing, tuning, or any management of performance.
 2. Testing beyond the activities described in this exhibit.
 3. Customizations to NetSuite for Government.
 4. Oracle Cloud subscription services.
 5. Languages other than U.S. English.
 6. Integrations or data conversions beyond what is explicitly described in this exhibit.
 7. Form configuration beyond what is explicitly described in this exhibit.
 8. Cloud middleware, database, operating and other hardware activities.
 9. Oracle transactional business intelligence training.
 10. Complex business processing or orchestration related to integrations.
 11. Transformations or data mapping of elements.
 12. Any kind of data cleansing/reconciliation activities.
 13. Migration of budget line-item detail notes.
 14. Additional workforce structures for future use, expansion, or acquisitions.
 15. Extensions, customizations, or custom reports.
 16. Localizations other than those made to the chart of accounts structure.
 17. Post-production Services exceeding the effort explicitly described in this exhibit.
 18. Anything not expressly listed in the Description of Services.



PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You" or "Your"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1. We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2. The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe intellectual or other property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services, except as permitted in the Service Specifications; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, except as permitted in the Service Specifications, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1. All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Fees for Services listed in an order are exclusive of taxes and expenses, unless expressly stated otherwise in Your order.

2.2. If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3. You understand that You may receive multiple invoices for the Services. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, available at <https://www.oracle.com/contracts/cloud-services>.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1. You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2. You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3. You have the authority to and do grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4. Except as permitted by this Agreement or Your order, You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party.

4. NONDISCLOSURE

4.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

5. PROTECTION OF YOUR CONTENT

5.1. In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <https://www.oracle.com/contracts/cloud-services>.

5.2. To the extent Your Content includes Personal Information (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as defined below)), Oracle will furthermore comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
- b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (i) is available at <https://www.oracle.com/contracts/cloud-services> and is incorporated herein by reference, and (ii) will remain in force during the Services Period of Your order. In

the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3. Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Information) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement and/or Your order. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security or confidentiality of such content outside of Oracle's control.

5.4. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any data that imposes specific data security, data protection, or regulatory obligations on Oracle in addition to or different from those specified in the Data Processing Agreement, Service Specifications or this Agreement. If Your Content includes any of the foregoing data (e.g., certain regulated health or payment card information), Oracle will process such data only pursuant to the terms of Your order, the Data Processing Agreement, Service Specifications and this Agreement. You are responsible for complying with Your specific regulatory, legal or data security obligations which may apply to such data. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security, data protection or regulatory requirements applicable to such data.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill and in all material respects as described in the Service Specifications (the "Services Warranty"). If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2. WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.3. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE ORACLE

PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

8. INDEMNIFICATION

If a third party makes a claim against either You or Oracle ("Recipient," which may refer to You or us, depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider," which may refer to You or us depending on which party provided the Material) infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.1. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days' prior written notice, terminate the order and refund any unused, prepaid fees for the Services under the terminated order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.2. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded (and the Recipient has been notified in writing of the new version), if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.3. This Section 8 provides the parties' exclusive remedy for any claims or damages under Section 8.1.

9. TERM AND TERMINATION

9.1. Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. Even if terminated, this Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2. Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3. We may suspend Your and/or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; (c) there is a violation of the Acceptable Use Policy; or (d) You provided false account or payment information or Your digital payment method is refused. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. For Services with the applicable operational capability, Oracle will

use reasonable efforts to limit any suspension only to the portion of the Services related to the issue causing suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your payment obligations.

9.4. If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach (provided in accordance with Section 16.1 below), then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of this Agreement, this Agreement and any orders that have been placed under this Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the terminated order(s) plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement and/or Your order, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period specified in the Service Specifications. Following the retrieval period, and except as may be required by law, we will delete any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD PARTY CONTENT, SERVICES AND WEBSITES

10.1. The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Content or Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2. Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. We disclaim all liabilities arising from or related to Third Party Content.

10.3. You acknowledge that: (a) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (b) features of the Services that interoperate with Third Party Services, such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. Any change to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE-PROVIDED SOFTWARE

11.1. We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing

in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2. We may (a) compile statistical and other information related to the performance, operation and use of the Services, and (b) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). We retain all intellectual property rights in Service Analyses.

11.3. We may provide You with the ability to obtain certain Oracle-provided Software (as defined below) for use with the Services. Unless we specify that separate terms will apply to Oracle-provided Software, any Oracle-provided Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use, and allow Your Users to use, such Oracle-provided Software, subject to the terms of this Agreement and Your order, solely to facilitate Your authorized use of the Services. Your right to use any Oracle-provided Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle-provided Software. Your right to use any part of the Oracle-provided Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12. HARDWARE DEVICES

The terms in this Section 12 (Hardware Devices) only apply to an order which includes a Hardware Device.

12.1. Your order may include a Hardware Device (as defined below), which You may use with the applicable Services as described in the Service Specifications. The terms of this Agreement and Your order (including those terms that refer to Services) govern Hardware Devices, the Operating System and Integrated Software (both as defined below), unless expressly stated otherwise in this Section 12, or if the terms by their nature would be inapplicable to Hardware Devices.

12.2. We provide a limited warranty for Hardware Devices as described in the Oracle Hardware Warranty available at <http://www.oracle.com/contracts/hardware>. Any changes to the Oracle Hardware Warranty will not apply to Hardware Devices ordered prior to such change.

12.3. We provide technical support services for Hardware Devices as described in the Service Specifications and/or Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided (available at <http://www.oracle.com/contracts/hardware>), as applicable.

12.4. With respect to our indemnification for Hardware Devices under Section 8, notwithstanding the provisions of Section 8.2, if we believe or it is determined that the Hardware Device (or portion thereof) may have violated a third party's intellectual property rights, we may choose to either replace or modify the Hardware Device (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, we may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

12.5. "Hardware Device" is defined as hardware that meets both of the following requirements: (a) the hardware is managed by or used as part of the Services, and (b) the hardware is designated as a Hardware Device by Oracle. Title to Hardware Devices will transfer to You upon delivery to You unless otherwise specified in Your order.

12.6. "Operating System" refers to the software that manages the Hardware Device. You have the right to use the Operating System delivered with the Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to the terms of the license agreement(s) delivered with or on the Hardware Device. Current versions of the license agreements are located in the documentation for the Hardware Device.

12.7. "Integrated Software" refers to any software or programmable code that is embedded or integrated in a Hardware Device and enables the functionality of the Hardware Device. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, development tools, or system management software or other code that is separately licensed by us or a third party. You have the limited, non-exclusive right to use Integrated Software

delivered with a Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to any terms delivered with or on the Hardware Device and/or in the applicable documentation.

12.8. We or our licensors retain all ownership and intellectual property rights in and to the Operating System and Integrated Software. The Hardware Device may contain or require the use of third party technology that is provided with or pre-installed on the Hardware Device. Third party technology is licensed under terms which we may provide to You (i) with or on the Hardware Device, (ii) in the applicable product documentation, (iii) in the readme files, or (iv) in the notice files. Your right to use this third party technology under separate license terms are not restricted in any way by this Agreement. We do not warrant or provide any technical support services for this third party technology.

12.9. The Operating System or Integrated Software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System and Integrated Software under such terms are not restricted in any way by this Agreement. The appropriate terms associated with these separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System and Integrated Software. For software (i) that is part of the Operating System or Integrated Software and (ii) that You receive from us in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for the software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

13. EXPORT

13.1. Export control and economic sanctions laws and regulations ("export laws") of the United States and any other relevant local export laws apply to the Oracle Products and Services ordered under this Agreement. Such export laws govern use of the Oracle Products and Services (including technical data) and any Oracle products or services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Oracle products or services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13.2. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

14. FORCE MAJEURE

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including, without limitation, an embargo, economic sanction or the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or we may cancel unperformed Services and affected orders upon written agreement. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

15. UCITA

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

16. NOTICE

16.1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

16.2. We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You (a) by electronic mail to Your e-mail address on record in our account information or (b) by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16.3. You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and the Data Processing Agreement (and certain other Service Specifications made available by Oracle) at <http://www.oracle.com/contracts/cloud-services>.

17. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services or any interest in the Services to another individual or entity.

18. OTHER

18.1. We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

18.2. Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Even if recommended by us, we are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts or omissions of any business partner or third party, unless the business partner or third party is providing Services as our subcontractor or is otherwise engaged by Oracle in connection with performance of its obligations under this Agreement, and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

18.3. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

18.4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

18.5. Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

19. ENTIRE AGREEMENT

19.1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Oracle Products and Services ordered by You and supersedes all prior or contemporaneous agreements, proposals, negotiations, demonstrations or representations, written or oral, regarding such Oracle Products and Services.

19.2. It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document, and no terms included in

any such purchase order, portal, or other non-Oracle document shall apply to Your order. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

20. AGREEMENT DEFINITIONS

20.1. **"Oracle-provided Software"** means any software agent, application or tool that Oracle makes available to You specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

20.2. **"Program Documentation"** refers to the user manuals, help windows, readme files for the Services and any Oracle-provided Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

20.3. **"Service Specifications"** means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired under Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

20.4. **"Third Party Content"** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

20.5. **"Users"** means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

20.6. **"Your Content"** means all software, data (including Personal Information), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle-provided Software, other Oracle Products and Services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

21. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.

Company Name: City of Litchfield Park

Oracle America, Inc.

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Agreement No.: US-CSA-CPQ-3829956

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Keith Drunasky, City Engineer
Through: Matthew Williams, City Manager
Meeting Date: 8/6/2025
Presenter: Keith Drunasky, City Engineer

RECOMMENDED MOTION:

MOVE TO RATIFY A CHANGE ORDER TO THE COOPERATIVE PURCHASE CONTRACT WITH STRAIGHT ARROW CONTRACTING IN AN AMOUNT NOT TO EXCEED \$60,000 AND AUTHORIZE THE MAYOR TO EXECUTE THE REQUIRED CONTRACT DOCUMENTS.

BACKGROUND/DISCUSSION:

At the March 2025 regular meeting, Council approved the cooperative purchase contract with Straight Arrow Contracting (SAC) in the amount not to exceed \$385,000, which included a construction contingency of \$40,000.

Upon execution of the construction contract between the City and SAC, a segment of the existing perimeter wall near Bird Land/Litchfield Road was struck by a vehicle, in which the vehicle damaged the wall and entered a residents' backyard. At the request of the City, SAC generated a construction cost proposal to complete these repairs in the amount of \$26,262.52. This proposal was accepted by Staff and approved to charge against the Perimeter Wall Phase VI Luchana contingency amount.

Since the beginning of construction of the new wall segment, there have been additional out of scope construction items approved by City staff as related to this project, including extension in height & wider footing of a segment of the wall along a residents rear yard (Walton Parcel), and the necessary removal of a tree and stump that interfered with the construction of the wall resulting in an expense of nearly \$5,360 that was charged against the project contingency amount.

Recently, Staff determined a screen wall should be constructed along the west and south edges of the existing Scout Lodge playground equipment area, at the northeast corner of La Loma & Fairway Drives, to provide a safety barrier to these busy streets and the busy cart path to the south. Additionally, staff was approached by a resident in this area and requested that the City install an approximate 30 feet of new ADA sidewalk path to fill in a gap section from an existing sidewalk to the cart path, which allow this resident to use their electronic wheelchair to access the path and adjacent park. Since SAC was actively constructing the wall section very close by,

the City requested an additional cost proposal for construction of the screen wall and ADA path, in which they provided a price of \$63,704.00. This proposal was accepted by staff to be charged against the project contingency amount, and SAC is preparing to construct these improvements.

The total of all additional scope items requested of SAC by the City is \$95,326.41. The contracted contingency total was \$40,000 leaving a negative balance of (\$55,326.41). Staff is requesting approval of a change order in the amount of \$60,000 which will cover the negative balance and leave a small buffer of funds in the event an unforeseen condition arises.

STAFF RECOMMENDATION:

Staff recommends approval as presented.

FINANCIAL IMPACT:

The costs for this change order will not exceed \$60,000. Funds for this change order will come from Capital Improvement Project Contingency within the FY25/26 Budget

ATTACHMENTS:

1. 1 Litchfield & Bird Wall Repairs Proposal
2. 2 Walton Wall Extension Proposal
3. 3 Tree and Stump Removal Proposal
4. 4 Scout Park Wall + ADA Path Proposal

Proposal / Contract



To:	The City of Litchfield Park	Date:	4/7/2025
Attn:	Keith Drunasky	Bid #:	
Phone:	623.640.3235	Job Name:	Litchfield Wall Repairs
Email:	kdrunasky@litchfieldpark.gov	Location:	Litchfield Road

This Proposal/Contract and the price/scope set forth herein are based on:
A jobsite walk conducted by Straight Arrow Contracting LLC. on April 3rd, 2025.

SCOPE OF WORK

GENERAL CONDITIONS:

- On-Site Construction Management
- Project Management
- Dumpster
- Daily Clean-up
- Temporary Fence
- Office Administration
- Dust Containment

SITEWORK:

- Supply materials and equipment to address/clean-up landscaping area at crash site
- Supply labor and equipment to remove damaged section of wall
- Make site safe
- Provide temporary fence panels to secure site

MASONRY:

- Supply labor and material to remove and replace wall section to match existing
- Block will be new in condition, and it should be noted the Sonoran block type may have lead time

THERMAL MOISTURE:

- Supply labor and materials to caulk new wall section expansion joints

FINISHES:

- Supply labor and material to paint new wall section to match existing

CLARAFICATIONS

- Please note the Sonoran block needed may have a possible lead time of 16 weeks
- No footing rework/work has been included in this proposal
- Start date is dependent on receipt of new block order
- Property access will need to be coordinated with the City and property owner
- If possible SAC will need a 20-foot square laydown area for material and equipment staging

WE PROPOSE to hereby furnish material and labor, complete in accordance with the specification(s) above, for the sum of: TWENTY-SIX THOUSAND TWO HUNDRED SIXTY-TWO DOLLARS AND FIFTY-TWO CENTS (\$26,262.52)

Submitted by,

Robert Haggard Sr.

Vice President

Execution of this Proposal / Contract is an acceptance and acknowledgement of the terms and conditions set forth in the following pages in the "Proposal / Contract Terms and Conditions" section of this Proposal / Contract. Owner further acknowledges that the above prices, specifications and conditions are satisfactory and are hereby accepted. Straight Arrow Contracting, LLC is authorized to commence the work as specified.

Authorized Signature: _____ Date: _____

Title: _____

Straight Arrow Contracting,
LLC Authorized Signature: _____ Date: _____

Title: _____

PROPOSAL/CONTRACT EXCLUSIONS

The following items are NOT part of this Budgetary Proposal:

- Abatement of Hazardous Materials (including, without limitation, mold, lead paint, or asbestos)
- Concealed or latent conditions not visible by an inspection of the premises
- Underground conditions and hard dig soils
- Underground Utility Locating Service
- Any repair of underground utilities that are not located
- Relocation of existing utilities
- Architectural/Engineering Services
- Hazardous Materials
- Testing's & Inspections
- Fees: Plans, Permits, Development, Engineering, Meeting &/or Tap
- Overtime, Weekend, &/or Off-shift Work
- Liquidated Damages
- Errors and Omissions Insurance
- Payment & Performance Bonds
- Sales Tax
- Unforeseen Conditions
- Site survey control points or surveying work of any kind
- Repairs of any damaged existing irrigations systems & landscape materials
- Landscaping provided unless specifically called out in proposal
- Any site drainage on any site that has less than 1% of fall
- Traffic Control
- Street Cleaning
- Dust Control
- Storm water prevention plan
- Storm water run-off calculations
- Site Engineering
- Staking
- Soil poisoning
- Soil stabilization
- Termite treatment
- Certified as-built drawings
- Development fees
- Compaction testing
- Private locator service
- Final adjustment of; storm manholes or lids, cleanouts in newly paved areas and/or existing manholes or cleanouts in landscaped areas
- Haul off of excavated spoils
- Rock blasting
- Rock excavations
- Light plants for off-hour work
- Demolition of any Kind
- Concrete Cylinders
- Storm Water Prevention Plan Work
- Potholing
- Subgrade Prep
- Re-Compaction of Pad
- Engineered Fill
- Mass, Structural, Retaining Wall Backfill
- Temporary Bracing, Shoring of Walls for Backfill
- Surveying and construction Staking
- Barricades
- Splash Blocks
- Expansion Joint Cover
- Sealers and Hardeners
- Damproofing
- Waterproofing
- Planter Fill
- Decomposed Granite
- Decorative Hardscape
- Concrete Pavers and Sub Base
- Grouting of Masonry or Steel Embeds or Steel Baseplates
- Gate Foundations
- Street Sweeping
- Prevailing Wages
- Crane for lifting or hoisting

PROPOSAL / CONTRACT TERMS AND CONDITIONS

This Proposal / Contract shall be valid and enforceable, upon Contractor's execution, for thirty (30) calendar days from the date set forth above. Upon expiration of thirty (30) calendar days, this Proposal / Contract shall be deemed void and withdrawn. This Proposal / Contract and the performance of the work set forth herein are conditioned upon the Owner's acceptance of the following terms and conditions. The following terms and conditions are deemed approved and accepted upon Owner's execution of the Proposal / Contract and shall become incorporated in and an integral part of the agreement between the Owner and Contractor.

1.0 **Scope of Work.** Straight Arrow Contracting, LLC shall only perform the work set forth in this Proposal / Contract. Any work not expressly set forth herein or specifically excluded shall not be included in the scope of work and to the extent the Owner requests performance thereof or performance is required in order to properly perform the work contained in this Proposal / Contract Owner agrees to compensate Straight Arrow Contracting, LLC in accordance with Paragraph 5.0.

2.0 **Payment.** Owner shall pay Straight Arrow Contracting, LLC in accordance with the Arizona Prompt Payment Act, codified at A.R.S. § 321129 *et seq.* ("Act"). Owner shall cause payment to be delivered to Straight Arrow Contracting, LLC no later than twenty one (21) days after Owner or its agent receives Straight Arrow Contracting, LLC's invoice. Failure to make payment in accordance with the Act shall be deemed a material breach of this Proposal / Contract. In the event Owner fails to remit payment in a timely manner, Straight Arrow Contracting, LLC may suspend performance, terminate the contract, or take any other action it deems appropriate to secure its right to payment under Arizona law. On any payment not made within the time frame set forth in this Paragraph 2.0, Straight Arrow Contracting, LLC shall be entitled to charge Owner interest on the outstanding balance at the rate of 1.5% per month until paid in full. No retention shall be withheld by Owner.

3.0 **Proposal Time.** Unless otherwise provided in the Proposal / Contract, Straight Arrow Contracting, LLC cannot guarantee the completion of the work within a certain time period. Upon execution of the Proposal / Contract by Owner, Straight Arrow Contracting, LLC will commence work and will diligently perform said work until completion.

4.0 **Access to the Property.** In order to facilitate the timely performance of the work, Owner shall provide Straight Arrow Contracting, LLC, its authorized representatives and its subcontractor's access to the project site at the times designated by a Straight Arrow Contracting, LLC representative.

5.0 **Changes to the Work.** Straight Arrow Contracting, LLC will not commence extra work (work outside the scope of work set forth in Paragraph 1.0) without the approval of Owner. Owner hereby agrees to pay for all extra work no later than seven (7) days after completion by Straight Arrow Contracting, LLC. Owner further acknowledges that adjustments to the scope of work will impact the time necessary for Straight Arrow Contracting, LLC to complete the project. Unless otherwise agreed to by the parties, work performed by Straight Arrow Contracting, LLC outside the scope of this Proposal / Contract will be paid for by the Owner on a time and material basis.

6.0 **Warranty.** Straight Arrow Contracting, LLC will provide a one (1) year warranty only for its workmanship and in accordance with applicable law. The one (1) year warranty shall commence upon Straight Arrow Contracting, LLC's completion of the work. Straight Arrow Contracting, LLC cannot guaranty or warrant work performed by other contractors prior to this Proposal / Contract or work not specifically included in the scope of work set forth in Paragraph 1.0. Straight Arrow Contracting, LLC expressly disclaims all implied warranties, including, but not limited to the implied warranty of merchantability and the implied warranty of fitness for a particular use or purpose.

7.0 **Risk of Loss.** Upon Straight Arrow Contracting, LLC's delivery of the materials to the project site, the risk of loss and/or damage shall become the sole responsibility of the Owner. Owner shall be solely responsible for protecting Straight Arrow Contracting, LLC's work from loss or damage by others.

8.0 **Termination.** Straight Arrow Contracting, LLC may terminate this Proposal/Contract upon seven (7) calendar days' notice to Owner. If this Proposal / Contract is terminated, Owner shall pay Straight Arrow Contracting, LLC the balance of the Proposal / Contract price including all changes or extra work performed.

9.0 **Dispute Resolution.** Owner and Straight Arrow Contracting, LLC agree to submit any dispute arising out of or related to this Proposal / Contract or Straight Arrow Contracting, LLC's performance of the work to mediation in Maricopa County, Arizona. The mediation shall be governed by the American Arbitration Association ("AAA") Construction Industry Rules, then in effect. If the dispute or controversy is not resolved through mediation, the parties agree to submit the claim to final and binding arbitration in accordance with the AAA Construction Industry Rules, then in effect. The arbitration shall be conducted in Maricopa County, Arizona. The prevailing party shall be entitled to recover its reasonable attorney fees and costs. The arbitrator's decision shall be final and may be entered in a court of competent jurisdiction.

10.0 **Governing Law.** This Proposal / Contract shall be construed in accordance with and governed by the laws of the State of Arizona.

11.0 **Integration.** This Proposal / Contract is the complete, integrated agreement of the parties relating to Straight Arrow Contracting, LLC's work. This Proposal / Contract to the extent it involves Straight Arrow Contracting, LLC's work supersedes all prior oral or written agreements. Any statement, representation, term, condition, or promise not set forth herein is not a part of this Proposal or binding on either party.

12.0 **Differing Site Conditions.** If conditions exist at the project site that are unforeseen, not readily apparent, latent, or outside the control of Straight Arrow Contracting, LLC, Owner understands and agrees that said condition will be considered outside the scope of this Proposal / Contract and Straight Arrow Contracting, LLC will be entitled to additional compensation from Owner in accordance with Paragraph 5.0.

13.0 **Mutual Waiver of Consequential Damages.** Owner and Straight Arrow Contracting, LLC hereby agree to mutually waive and discharge any liability to each other for any consequential damages or losses, whether arising in contract, warranty, tort (including negligence), strict liability, or otherwise, including, but not limited to losses of use, profits, or financing.

14.0 **Permits and Fees.** Owner shall pay for necessary permits, approvals, easements, assessments, and charges required for the construction and occupancy of the project.

15.0 **Taxes.** Owner shall pay for any and all applicable taxes incurred in connection with this Proposal / Contract.

16.0 **Financing.** At the request of Straight Arrow Contracting, LLC, Owner shall provide written evidence of financing or Owner's financial ability to pay for the work. Furnishing of such financial information shall be a condition precedent to commencement or continuation of the work by Straight Arrow Contracting, LLC.



CHANGE ORDER

25-113 Litchfield Wall Project

Project Name

01

Change Order Number

305 W Luchana Dr Litchfield Park, AZ 85340

Project Address

7/17/2025

Change Order Date

Trevor Gragg

Project Manager Name / Firm Name

DESCRIPTION OF CHANGES:

Watson Residence CMU wall height and length changes.

PRICE. These changes (select one):

☒ raise ☐ lower: the price of the contract by \$3683.49

☐ do not affect the price of the contract.

PROJECT DURATION. These changes (select one):

☐ extend ☐ shorten the duration of the project by days.

☒ do not affect the duration of the project.

PAYMENT SCHEDULE. These changes will adjust the payment schedule as follows:

N/A

Contractor Signature

Trevor Gragg

Printed Name

7/17/2025

Date

Owner Signature

Printed Name

Date



CHANGE ORDER

25-113 Litchfield Wall Project

Project Name

02

Change Order Number

305 W Luchana Dr Litchfield Park, AZ 85340

Project Address

7/17/2025

Change Order Date

Trevor Gragg

Project Manager Name / Firm Name

DESCRIPTION OF CHANGES:

Tree removal and disposal

PRICE. These changes (select one):

☒ raise ☐ lower: the price of the contract by \$1676.40

☐ do not affect the price of the contract.

PROJECT DURATION. These changes (select one):

☐ extend ☐ shorten the duration of the project by days.

☒ do not affect the duration of the project.

PAYMENT SCHEDULE. These changes will adjust the payment schedule as follows:

N/A

Contractor Signature

Trevor Gragg

Printed Name

7/17/2025

Date

Owner Signature

Printed Name

Date

Proposal



To:	City of Litchfield Park	Date:	6/26/2025
Attn:	Keith Drunasky	Project#	7222-100
Phone:	623.889.6208	Job Name:	Litchfield Scout Park
Email:	kdrunasky@litchfieldpark.gov	Location:	203 W Fairway Dr, Litchfield Park, AZ 85340

This Proposal/Contract and the price/scope set forth herein are based on: Drawings and Specifications provided to Straight Arrow Contracting LLC.

SCOPE OF WORK

GENERAL CONDITIONS:

- On-Site Construction Management
- Project Management
- Daily Clean-up
- Final Clean
- Temporary Labor
- Office Administration
- Dust Containment

CONCRETE:

TO EXCAVATE FOR PONY WALL FOOTINGS 2' FROM THE EXISTING SIDEWALK.
POUR REINFORCED FOOTINGS WITH 4 #4 REBAR CONT. AND # 4 REBAR @ 4' O.C
BUILD 3' 6" PONY WALL WITH 8"X8" X 16" STANDARD CMU BLOCK # 4 REBAR @ 4' O.C
8" CMU CAP
STUCCO ON THE STREET SIDE OF THE PONY WALL.
WHITE PICKET FENCE EXTERIOR PAINT BY (Dunn Edwards)
NEW SIDEWALK PER MAG DET 230, ATTACHED TO THE BACK OF EXISTING CURB.
DEMO, REMOVE EX. RAMP WING. POUR NEW DIRECTIONAL RAMP, MATCH GRADES. COLORED MAG 'A' CONCRETE 6" THICK, ROUGH BROOM FINISH (COLOR IS DAVIS "SUNSET ROSE)
EQUIPMENT:
BACKHOE, WATER TRUCK, HAMMER, BUCKET.

CLARIFICATIONS

Excludes any Scope of work not listed above in the description. Any changes will be charged as a change order

Build 195 Linear feet of 3'6" pony wall, and R&R 30' x 4' Sidewalk with (COLOR IS DAVIS "SUNSET ROSE)

WE PROPOSE to hereby furnish material and labor, complete in accordance with the specification(s) above, for the sum of: \$63,704.00

Submitted by,

Saul Abraggio

Owner acknowledges that the above prices, specifications and conditions are satisfactory and are hereby accepted.
Straight Arrow Contracting, LLC is authorized to commence the work as specified.

Authorized Signature: _____ Date: _____

Title: _____

Straight Arrow Contracting,
LLC Authorized Signature: _____ Date: _____

Title: _____

PROPOSAL/CONTRACT EXCLUSIONS

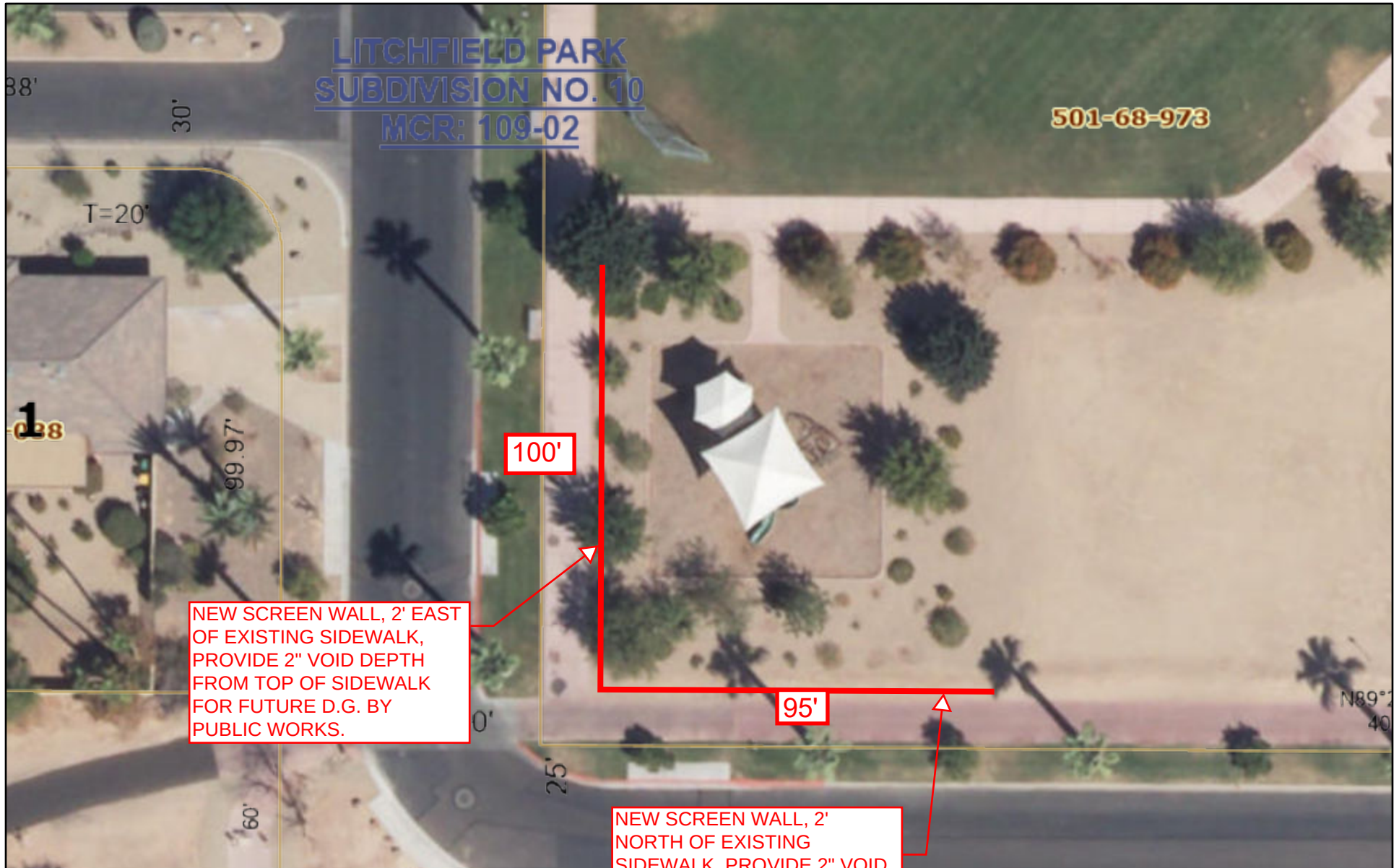
The following items are NOT part of this Budgetary Proposal:

- Abatement of Hazardous Materials (including, without limitation, mold, lead paint, or asbestos)
- Changes required due to occupancy modifications.
- Concealed or latent conditions not visible by an inspection of the premises
- Existing limitations on power supplied to the building, including, without limitation, panel(s), meters, taps, or service sections, supply power to the building.
- Underground conditions and hard dig soils
- Unless expressly provided for above, replacement or renovation of the fire suppression system
- Utility Services, such as water, electrical, or sewer
- Underground Utility Locating Service
- Any repair of underground utilities that are not located
- Relocation of existing utilities
- Architectural/Engineering Services
- Hazardous Materials
- Low Voltage Systems
- Testing's & Inspections
- Fees: Plans, Permits, Development, Engineering, Meeting &/or Tap
- Overtime, Weekend, &/or Off-shift Work
- Liquidated Damages
- Errors and Omissions Insurance
- Payment & Performance Bonds
- Sales Tax
- Unforeseen Conditions
- Plat map
- Modifications to any plat map or site survey
- Site survey control points or surveying work of any kind
- Repairs of any damaged existing irrigations systems & landscape materials
- Landscaping provided unless specifically called out in proposal
- Any site drainage on any site that has less than 1% of fall
- Traffic Control
- Street Cleaning
- Dust Control
- Drywell and drywell registration
- Percolation testing
- Storm water prevention plan
- Storm water run-off calculations
- Water required for any 3rd party testing agencies
- Site Engineering
- Staking
- Soil poisoning
- Soil stabilization
- Termite treatment
- Certified as-built drawings
- Development fees
- Compaction testing
- Private locator service
- Asphalt & Fuel surcharge
- Rubberized asphalt placement
- Final adjustment of; storm manholes or lids, cleanouts in newly paved areas and/or existing manholes or cleanouts in landscaped areas
- Haul off of excavated spoils
- Rock blasting
- Rock excavations
- Light plants for off-hour work
- Demolition of any Kind
- Concrete Cylinders
- Finish Floor / Floor Leveling Testing
- Storm Water Prevention Plan Work
- Power Line Removal or Temporary Shut down
- Potholing
- Subgrade Prep
- Re-Compaction of Pad
- Engineered Fill
- Cutting of Grade for Curb Work
- Mass, Structural, Retaining Wall Backfill
- Temporary Bracing, Shoring of Walls for Backfill
- Surveying and construction Staking
- Barricades
- Splash Blocks
- Rip Rap / Cobble Aprons
- Headwalls
- Catch Basins
- Box Culverts
- Caulking
- Expansion Joint Cover
- Sealers and Hardeners
- Dampproofing
- Waterproofing
- Wet Cure
- Cure Removal
- Embeds
- Hold Downs
- Anchor Bolts for steel columns
- Core Drilling
- Weldable Rebar
- Dowel Baskets at Control joints
- Grinding Due to Curling
- Camber of Slabs or Beams
- Extruded Curb
- Landscape / Ribbon Curb
- Planter Fill
- Concrete at Drainage Channels
- Furnishing Concrete Scupper Steel
- Decomposed Granite
- Prefab Truncated Dome Detectable Warnings
- Decorative Hardscape
- Concrete Pavers and Sub Base
- Precast Concrete
- Precast Parking Bumpers
- Asphalt Paving and Striping
- Bracing of Masonry, Steel, and/or Precast
- Grouting of Masonry or Steel Embeds or Steel Baseplates
- Sandblasting
- Bomanite
- Shotcrete
- Precast Stairs
- Access Ladders / Stair Towers
- Gypcrete topping
- Lightweight Concrete Topping UNO
- Forming of Mechanical Openings Not Shown on Structural or Architectural Drawings
- Vapor Barrier – Unless Noted Otherwise
- Cold Weather Conditions
- Snow Removal
- Weather Protection of Any Kind
- Tenting
- Insulated Blanket Covering
- Accelerating Admixtures

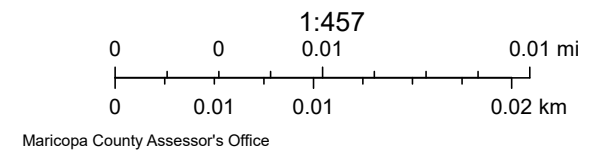
- Metal Fencing Foundations
- Gate Foundations
- Parking and Shade Canopy Foundations
- ABC under Curbs
- Stained Concrete
- Rigid Insulation
- Light Bollards
- Shoring of Metal Deck
- Re-Shoring Unless Noted Otherwise in Inclusions
- Epoxy and Painting Work
- Polishing of Concrete Work
- Sealing of Concrete Work
- Protection of Slabs
- Column Guards
- Striping and Markings for Concrete Paving
- Street Sweeping UNO in Inclusions
- Permanent Guardrail Protection
- Architectural Concrete UNO in Inclusions
- Patching of Cracking and/or Cracks Caused by Expansion, Shrinkage, etc.
- Chipping, Grinding, Rubbing, Retouching, and/or Additional Finishing of concrete Surfaces Unless concrete in Outside of Specified tolerances.
- Dry packing of Chord Tie Pockets and Inserts
- Welding Ledger to Embeds and Seats
- Electrical engineering
- Transformers, all transformers furnished and install by local utility company
- Transformer pads
- Buss Duct
- Floor Boxes
- 3rd party testing of lighting control or as-built photometric plans
- Solar panels or solar panel controls of any kind
- Temporary lighting or temporary power
- Attic stock of light fixture lamps or ballasts
- X-ray of concrete floors for locating conduits before saw-cutting or core-drilling
- Grid wires from building structure for light fixture support
- Low-voltage security system or camera/video/communication system of any kind
- Low voltage fire alarm system
- Receiving, inventory, storage, or warranty of any owner supplied materials, light fixtures, or control
- Scaffolding
- Ductwork Detectors
- Air Balancing
- Condensate Piping
- Building automation system
- Fire Dampers
- Low temp refrigeration
- Prevailing Wages
- Crane for lifting or hoisting

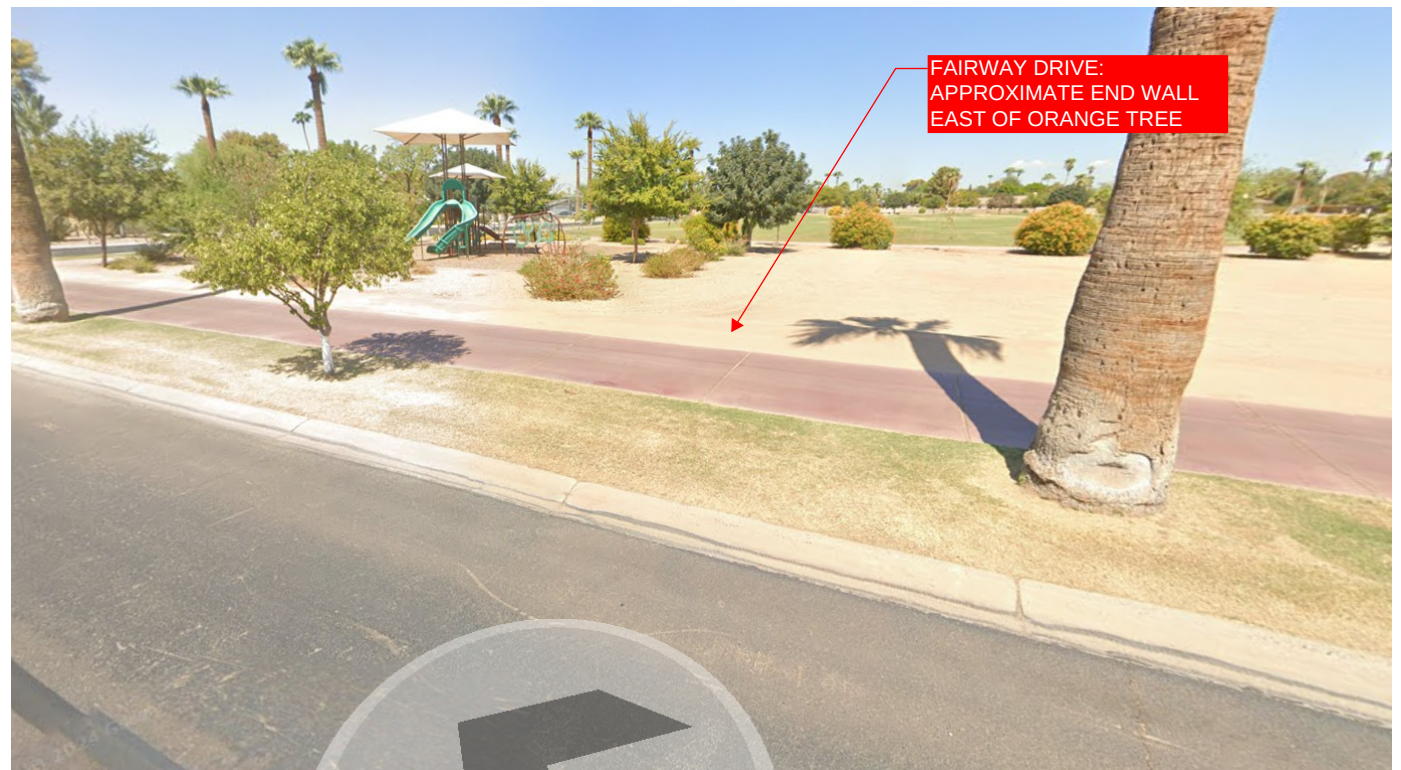


Map



May 29, 2025





To: Mayor Thomas L. Schoaf and Members of the City Council
From: Matthew Williams, City Manager
Presenter: Matthew Williams, City Manager
Meeting Date: 8/6/2025

RECOMMENDED MOTION:

MOVE TO ADOPT RESOLUTION 25-593 APPROVING THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY.

BACKGROUND/DISCUSSION:

The City has been partnering with Valley Metro to provide rideshare services since 2023.

Eligible riders are over 65 years of age or those with a disability. Riders can take up to 20 trips per month, requesting a ride when they want to travel. The cost is \$3 for each RideChoice trip up to 8 miles, with additional service costing \$3 per mile.

This amendment would extend the services another year for an estimated cost to the City of approximately \$25k. It should be noted that ridership has increased as follows:

FY2024 Trips - 163 total, 42 ambulatory and 121 users of wheelchairs

FY2025 Trips - 294 total, 172 ambulatory and 122 users of wheelchairs

STAFF RECOMMENDATION:

Staff recommends adoption

FINANCIAL IMPACT:

Approximately \$25k annually

ATTACHMENTS:

1. Resolution 25-593 Regional Public Transportation Authority Amendment #2 tr ver
2. 10 - Valley Metro TSA Amendment #2 - DRAFT tr ver

**CITY OF LITCHFIELD PARK
RESOLUTION NO. 25-593**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE
CITY OF LITCHFIELD PARK, COUNTY OF MARICOPA, ARIZONA,
AUTHORIZING THE CITY TO ENTER INTO THE SECOND
AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR
TRANSIT SERVICES.**

WHEREAS, A.R.S. § 11-951, *et. seq.* provides authority for public agencies to enter into intergovernmental agreements for the provision of services, or joint or cooperative action; and,

WHEREAS, on July 1, 2023, the City of Litchfield Park (the “City”) and the Regional Public Transportation Authority (“RPTA”) entered into an Intergovernmental Agreement for the purposes of providing a Ride Choice Program, Transit Services Agreement Contract # 142-75-2024 (the “Agreement”);

WHEREAS, pursuant to the terms of the Agreement, the City and RPTA desire to amend certain terms of the Agreement as provided for in the Second Amendment to the Agreement, a copy of which is attached hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, ARIZONA,

Section 1. The Intergovernmental Agreement between the City of Litchfield Park and the Regional Public Transportation Authority for Transit Services (Contract # 142-75-2026) is hereby amended effective July 1, 2025, pursuant to the Second Amendment, in substantially the form and substance attached hereto as Exhibit “A,” and the City Manager is hereby authorized and directed to execute and deliver said Amendment on behalf of the City of Litchfield Park.

PASSED AND ADOPTED by the Mayor and Council of the City of Litchfield Park, Arizona, this 6th day of August, 2025.

Thomas L. Schoaf, Mayor

ATTEST:

Terri Roth, MMC, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, City Attorneys

**TRANSIT SERVICES AMENDMENT
BETWEEN
THE CITY OF LITCHFIELD PARK
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT# 142-75-2026-02-00**

THIS AMENDMENT dated this 1st day of July, 2025, amends the following items of the Transit Services Agreement Contract # 142-75-2025 entered into between the City of Litchfield Park and the Regional Public Transportation Authority dated the 1st day of July 2024.

The following Schedules replace and supersede those Schedules of the agreement entered into July 1, 2024.

The attached Schedule D replaces and supersedes Schedule D entered into July 1, 2024.

The attached Schedule E replaces and supersedes Schedule E entered into July 1, 2024.

All other terms of the Transit Services Agreement dated July 1, 2024 remain unchanged and in full force and effect.

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

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____
Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Michael Wawro, Chief Legal Officer

CITY OF LITCHFIELD PARK

By: _____
Matthew Williams, City Manager

ATTEST:

Terri Roth, MMC, City Clerk

APPROVED AS TO FORM:

By: _____
Joseph D. Estes, Attorney for Litchfield Park

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients; and, (2) 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.

Pierce Coleman, PLC, City Attorney
By: Joseph D. Estes

Michael Wawro,
Chief Legal Officer

SCHEDULE "D"- RIDECHOICE SERVICES COST ESTIMATE

For the period from July 1, 2025 through June 30, 2026, the City of Litchfield Park will pay Regional Public Transportation Authority a total of **\$25,302.00** for the provision of ridechoice services. This payment will be broken into quarterly installments of **\$6,325.50**, which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY25 RideChoice Service Funded by City of Litchfield Park

	<u>RideChoice</u>
Trips:	
RideChoice Trips	321
<u>Total Trips</u>	<u>321</u>
Cost:	
Contractor Transportation Cost	\$26,232
RPTA Salaries, Fringes & OHD	\$797
<u>Total Gross Program Cost</u>	<u>\$27,029</u>
Total Fare Revenue	(\$1,727)
<u>Federal Funding</u>	<u>\$0</u>
<u>Total Net Program Cost</u>	<u>\$25,302</u>
PTF Balance Available	\$0
PTF Applied	\$0
Member City Contributions:	
<u>RideChoice Costs</u>	<u>\$25,302</u>

**SCHEDULE "E" - AMERICANS WITH DISABILITIES ACT (ADA) -
PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY**

For the period July 1, 2025 to June 30, 2026, the maximum amount of Public Transportation Funds (PTF) available for the City of Litchfield Park is **\$0.00**. The PTF will credit actual costs for ADA trips and other requests for Paratransit service made by ADA certified Riders up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

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

Maximum amount	FY 2025-26	\$0.00
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**CITY COUNCIL
COMMUNICATION**

Consent Agenda Item VIII.F
Charter Committee Amendment

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Tom Belshe, Executive Director, League of Arizona Cities & Towns
Through: Matthew Williams, City Manager
Meeting Date: 8/6/2025
Presenter: Thomas L. Schoaf, Mayor

RECOMMENDED MOTION:

MOVE TO AUTHORIZE THE MAYOR TO VOTE ON THE AMENDMENT AS PRESENTED

BACKGROUND/DISCUSSION:

In compliance with the Charter of the League of Arizona Cities & Towns, Article IX, the attached amendment will be submitted to the membership at the Annual Business Meeting, August 21, 2025.

The amendment changes the terms of League Officers from a two-year term to a one-year term as well as, add the position of Past President to the League Officers.

The amendment will be voted on at the Annual Business Meeting on Thursday afternoon at the League Conference in Scottsdale. **Please make sure your city/town has a representative at the meeting.**

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

1. League of Cities Charter Committee Report

CHARTER COMMITTEE REPORT

Summary:

Effective at the 2026 annual conference election:

1. The amendment reduces the terms of League Officers from two years to one year.
2. The amendment creates the *Office of Past President*. A Past President can be helpful to the incoming Officers and the organization by sharing insights, best practices, and lessons learned from their own term as President.
 - Like the other Officers, the *Office of Past President* is for a term of one year.
 - If eligible and able to serve, the immediate past president will succeed automatically to the *Office of Past President* upon the new President taking office.
 - If the immediate past president is ineligible or unable to serve, any past president who is eligible can be approved by a majority of the Executive Committee members who are present and voting at the annual conference (based on a recommendation of the nominating committee per Article VI of the current Charter).
 - “Eligible” means the past president’s term as a councilmember does not expire during the one-year term of the Office of Past President.

Proposed amendment:

ARTICLE IV. Organization

Section 1. Officers.

The Officers of the League shall consist of a President, Vice President, Treasurer, and an eligible Past President as defined in this Section.

The President, Vice President, and Treasurer shall be elected annually at the annual conference.

The President, Vice President, and Treasurer elected at or after the 2026 annual conference shall each hold their Office for one year or until their successors have been duly elected and qualified.

If eligible and able to serve, the immediate past president shall succeed automatically to the Office of Past President upon the new President taking office for a term of one year. If the immediate past president is ineligible or unable to serve, any eligible past president may be approved by a majority of Executive Committee members present and voting at the annual conference. A past president is “eligible” under this Section when their term as a councilmember does not expire during the one-year term of the Office of Past President.

Comments from Committee Members:

Attached

Kevin Hartke
Mayor

To: Tom Belshe, Executive Director of the League of Arizona Cities and Towns and Mayors of the State of Arizona

From: Kevin Hartke, Mayor of Chandler Arizona and President of the League of Arizona Cities and Towns

August 4, 2025

Re: Charter Change Language

Mayors, when a similar charter change request was presented to Arizona Mayors three years ago, I supported the initiative. I presumed that the experience of serving as the League President would be like serving as Chair of the Maricopa Association of Governments (MAG) which has one-year terms for advancing leadership. Two months ago, I completed my one-year term as the Chair of MAG.

The relationships with MAG are predominately with a geographically close group of Mayors and MAG staff. Our Executive Committee meets monthly, and the MAG Mayors meet monthly. I also met with staff monthly and attended frequent events around Maricopa County.

The relationships with the Arizona League are much different. We meet with the Executive Committee of Mayors quarterly and with Mayors, Councils and staff annually at the Arizona League conference. This past year, I have testified in front of House and Senate Committee hearing on behalf of League and Chandler related issues. I attended a number of events and State of the City or Town addresses as far north as Flagstaff and as far south as Yuma and Nogales.

After a year serving as League President, I feel I have developed strong relationships with Mayors, Councils, legislators, and the Governor and her staff. This has been a deliberate effort that takes time.

In hindsight, I think it was better for the League that the change the charter did not pass three years ago. The roles of leadership in this organization

are predominately relational and is an ongoing effort as I am still finding new paths to strengthen relationships with our state's leaders.

As a term limited Mayor myself, I understand advancing in leadership can be a challenge. In Chandler, a Mayor can serve two four-year terms. Currently the path to serve as President normally requires two years as Treasurer, two years as Vice President, and two years as President or six total years. As daunting as that seems, I, and other similarly situated past presidents, have been able to serve as League President. This demonstrates that the collective wisdom of the membership have chosen leadership positions according to the needs of the organization at various, unique times, rather than simply churning through leadership positions for the sake of creating more opportunity.

I also believe that the current Vice President, Mayor Besich, was elected by Arizona Mayors for the intention of serving a two-year term, not a one-year term as the League President, starting in 2026. I believe she deserves that opportunity.

For those reasons, I will not be supporting this charter change this year.

I do support the idea of adding the past President to continue serving on the League Executive Committee. I have called the prior President, Mayor Nichols from Yuma, multiple times for advice and wisdom. This additional position will not affect me as my term of office as Chandler mayor expires shortly after I complete my service as League President but I believe adding an additional voice in a formal way is a good idea.

Best Regards,

A handwritten signature in black ink that reads "Kevin Hartke". The signature is written in a cursive, flowing style with a large initial 'K'.

Kevin Hartke
Mayor, City of Chandler



TOWN OF SUPERIOR

Town Hall • 199 N. Lobb Ave., PO Box 218 • Superior, Arizona 85173
520-689-5752 • Fax: 520-689-5822 • TDD Relay 1-800-367-8938

To: Tom Belshe, League of Arizona Cities and Towns, Executive Director

From: Mayor Mila Besich, Mayor Town of Superior, Vice President of the League of Arizona Cities and Towns

July 31, 2025

RE: Concerns for Requested Charter Change

Mr. Belshe, in accordance with our League's policy pertaining to Charter Change requests, I would like to add my comments to the Charter Change Report. This issue was brought before our League's members in 2022, and the number votes that did not support this change outweighed the votes that supported this proposed change to our charter.

As we all know, our organization has been successful in establishing, expanding and sustaining critically important relationships at the Arizona State Legislature and Governors' Offices. This is due in large measure to your own leadership and commitment to building a strong League of Cities and Towns for our state, as well as from the stability, predictability and continuity within our organization's leadership structure. Having our officers serve for two-year terms has directly contributed to the effectiveness and enduring nature of the relationships with Arizona's policy makers and also has provided the League's officers with sufficient time to maximize their understanding of the League's mission and purpose as well as to meaningfully contribute to the effectiveness of the League. The two-year terms also provide a sufficient horizon of time for the League's officers to build and/or expand their relationships with the Governor's Office and members of the State Legislature.

It is my understanding that as it currently exists, the charter rule pertaining to the terms of service for the League's officers does impact some cities and towns from having their communities' leaders serve in the organization's leadership roles. It is my firm belief that we would be ill-advised to attempt to change the terms of service for the League's officers, and for several salient reasons.

First and most importantly, we soon will be entering a period of significant organizational change at the League, fully aware that we will be hiring our next executive director. Changing the term of service rule at this time will affect the stability of onboarding the League's new Executive Director, as understandably, they should and will expect high levels of responsiveness from their Board leadership. Minimizing discontinuity and disruption can adversely affect the League's own rapid response where needed as well as our overall effectiveness. In addition, there are some crucial issues that will be forthcoming in the next Legislative session, including the potential of referring the Food Tax to a citizen referendum. This is in addition to the forthcoming gubernatorial elections next year as well as many other challenges that undoubtedly will arise due to national and state economic and regulatory policies.

This type of proposed revision to the League's Charter merits careful forethought and analysis of the pros and cons and what the benefits and opportunity costs could result. A similar proposed revision to the terms of service for League officers was not supported in the past, and again, I believe that to even entertain such a change at this juncture in the League at this time could very well impede the organization's effectiveness and impact.

We are all aware of the time required to acquire the knowledge and to develop the relationships that have been integral to the League's success. This type of change has not been approved in the past and now is definitely not the time to attempt to change the leadership structure of our League for the reasons I have shared above. Instead, it is essential that the League maintain stability, predictability and continuity to ensure a steady course to continue to advocate in the strongest way possible for all 91 Cities and Towns that comprise our membership.

Sincerely,

Mila Besich, Town Mayor
Town of Superior



OFFICE OF MAYOR JERRY P. WEIERS

July 31, 2025

Mayor Kevin Hartke
President
League of Arizona Cities & Towns
1820 W Washington Street
Phoenix, AZ 85007

Dear Mayor Hartke,

I am writing to express my opinion regarding the requested charter amendment of the officer's position tenure with the League of Arizona Cities & Towns Executive Committee. In my opinion, this proposed change is both timely and necessary given the evolving nature of today's political landscape. City elections are no longer as predictable as they once were, with some Mayors leaving office earlier than expected. Additionally, term limits in many cities mean that some individuals may never have the opportunity to serve as League Executive Committee President before their time in office ends. The creation of a League Past President position would help ensure continuity in leadership and extend the value of institutional knowledge for those who are able to serve another term. Most importantly, this change would open the door to broader representation on the Executive Committee from all 91 cities and towns across Arizona.

I look forward to the discussion of this proposal at the upcoming League of Arizona Cities & Towns Annual Business Meeting at the Conference.

In Your Service,

Mayor Jerry P. Weiers

cc: Tom Belshe, League Executive Director
Kevin Hartke, Mayor City of Chandler
Adam Santiago, Glendale Assistant to the Mayor
Hayley Barry, Glendale Intergovernmental Programs Coordinator

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Randy Proch, Planning Director
Through: Matthew Williams, City Manager
Meeting Date: 8/6/2025
Presenter: Randy Proch, Planning Director

RECOMMENDED MOTION:

COUNCIL STAFF DIRECTION FOR ON-STREET PARKING OPTION D

BACKGROUND/DISCUSSION:

Staff will discuss the preferred on-street parking option (Option D) for Wigwam Boulevard between Litchfield Road and Old Litchfield Road as part of the offsite improvements for the developer of Lot 13 and Lot 14 of Litchfield Square and City-initiated improvements for long-term parking solutions around downtown.

Wigwam Boulevard presents a good opportunity to expand on-street parking at the southern edge of Litchfield Square and may help with speed mitigation on Wigwam Blvd. The developer of Lot 13 and Lot 14 will be required to add additional offsite parking to reduce the deficiency for the development of the two lots, which cannot contain the minimum parking required for the intended uses. Based off discussion at the last Council meeting and feedback from the La Casa Linda HOA board members, staff will present the preferred alternative to the Council for discussion and action. The exhibit presented shows all available public parking on Wigwam Boulevard and the surrounding area to the south.

Option D - Addition of 43 angled and parallel parking spaces on Wigwam Boulevard (total includes 18 parking spaces through the DA for Lot 13 and Lot 14); and, 16 parking spaces on Old Litchfield Road.

Notes:

The parking spaces adjacent to La Casa Linda have been converted to parallel and do not block the fire hydrant.

The conversion of the Old Litchfield bus lane to parking is already on the CIP list.

The conversion of the parking in front of the dentist's office on Wigwam Boulevard is already on the CIP list.

20' is required for fire truck access. So if angled parking is installed medians must be narrowed to meet the 20' fire requirement.

STAFF RECOMMENDATION:

Staff recommends on-street Option D and further direction from Council to prepare a contract for Council's consideration for design & engineering of Council preferred on-street parking option.

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

1. Wigwam Parking Options - August 6



174 spaces
11 ADA spaces
22 cart spaces

Poyner +18
City +25

Honeyuckle

Wigwam

Litchfield

- Requires 8' median reductions (each direction)
- Rebuild irrigation system (each median)
- Rebuild 6 curb returns (total)
- No additional metal walls
- Trees and grass maintained (south side)
- Rebuild bus bay on Old Litchfield
- Suggest new Wigwam crosswalk

Esperanza

Inca

Maya

Tainter

Desert

Old Litchfield

=13

City +16

=70

=54

=46



CITY COUNCIL COMMUNICATION

Business Item IX.B
**Amendment to DA for Litchfield
Square Lots 1 & 2**

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Matthew Williams, City Manager
Presenter: Matthew Williams, City Manager
Meeting Date: 8/6/2025

RECOMMENDED MOTION:

MOVE TO PROVIDE A ONE-TIME 3-MONTH EXTENSION AND ALLOW CITY STAFF DISCRETION TO PROVIDE AN ADDITIONAL 3-MONTH EXTENSION AS NEEDED TO THE RUDOLFO DEVELOPMENT AGREEMENT TIMELINE REQUIREMENTS AS SHOWN IN SECTION 5.1.5.

BACKGROUND/DISCUSSION:

To be discussed in Executive Session.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

1. Rudolfo DA 04-15-2025 Final DA

EXHIBIT B TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

When recorded return to:

City Clerk
City of Litchfield Park
214 W. Wigwam Blvd. Litchfield Park, AZ 85340

PROFORMA DEVELOPMENT AGREEMENT WITH RIGHT TO REQUIRE AND COMPLY WITH RECONVEYANCE OBLIGATIONS

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this 16th day of April, 2025, by and between the City of Litchfield Park, an Arizona municipal corporation ("Litchfield Park") and Rudolfo Family Properties, LLC, an Arizona limited liability company ("Developer"). Litchfield Park and Developer are each a "Party" to this Agreement and may be referred to herein collectively as "Parties."

RECITALS

A. Litchfield Park owns approximately 26 acres in its City Center platted as Litchfield Square, and the City Council desires to develop Litchfield Square as an economic, social and cultural destination for Litchfield Park.

B. Litchfield Park desires that Litchfield Square include areas for pedestrian-oriented commercial and civic core activities and that it be aesthetically harmonious and in compliance with Section 27C of the Litchfield Park Zoning Code.

C. On April 17, 2024, the City Council authorized the solicitation of proposals to select qualified developers for the lease or purchase of one or more parcels of property located within the Litchfield Square project to qualified developers and directed City staff to publish a Request for Proposal for the Lease or Purchase and Development of Litchfield Square Parcels ("Litchfield Square RFP"), including conditions for the sale consistent with the City Council's goals for Litchfield Square.

D. The sale of the property subject to this Agreement, Lot 1 and Lot 2 of Litchfield Square (the "Property"), meets the conditions provided for in the City Charter, Section 3(A)(1).

E. Developer is a qualified developer as a result of the Litchfield Square Request for Proposal. A notice to bidders was published daily from September 27, 2024 to October 24, 2024 in the Arizona Republic for the sale of Lot 1 & Lot 2 of Litchfield Square. A bid was received from Rudolfo Family Properties, LLC on July 29, 2024 of \$15.00 per sq. ft. or a total purchase price of \$913,395.

F. Developer has complied with the conditions of the sale of the Property set forth in the Litchfield Square RFP.

G. The design of the Project shall be approved in accordance with Section 27C.03 of the Litchfield Park Zoning Code.

H. Developer acknowledges that it is a condition of the sale of the Property to Developer that Developer and Litchfield Park enter into this Agreement and that the Developer comply with the terms and conditions of this Agreement.

I. Developer acknowledges that Litchfield Park intends to construct and maintain public infrastructure in Litchfield Square that will benefit all owners and lessees in Litchfield Square and that the maintenance costs of such infrastructure will be reimbursed by lessees and buyers of real property in Litchfield Square through the Litchfield Square Community Facilities District (the "CFD") and that the purchase price reflects the additional obligations under the CFD.

J. Developer acknowledges that the Property lies within the boundaries of the CFD and is subject to the obligations of the CFD, which obligations cannot be altered or amended by any provision of this Agreement.

K. Developer acknowledges that it has read and will comply with the Amended and Restated Declaration of Revised Covenants, Conditions, and Restrictions for Litchfield Square, formally the City Center ("CC&R's") that have been recorded against Litchfield Square, including the Property, in the records of the Maricopa County Recorder's Office at Instrument No. 2022-0626245 on August 8, 2022, as may be amended from time to time.

L. Developer further acknowledges that the Litchfield Square project will necessitate the construction of various parking garage structures, at an approximate cost of \$35,000 per space. The price per space will be evaluated annually to reflect construction cost increases. Such costs will require proportionate contributions from all property owners and/or patrons within Litchfield Square.

M. Developer is an entity who has an interest in the Property by virtue of the fact that Developer has entered into a Purchase Agreement and Escrow Instructions with Litchfield Park to purchase the Property.

N. Developer intends to construct a three-story mixed-use building on the Property as shown on the Approved Project Design, defined below; the Parties acknowledge that the Project will be an economic benefit to Litchfield Park.

O. Developer wishes to undertake all actions required by Applicable Laws in order to obtain construction permits for the Project and to construct and operate the Project pursuant to the terms and conditions set forth in this Agreement.

P. Development of the Property as shown on the Approved Project Design is consistent with Litchfield Park's General Plan; Zoning is appropriate for the Project on the Property.

Q. Litchfield Park and Developer are entering into this Agreement pursuant to A.R.S. §§ 9-500.05 and 9-500.11 to facilitate development consistent with Litchfield Park's General Plan and its Zoning Code.

R. The Parties hereto acknowledge that the activities related to the development of the Property are economic development activities within the meaning of the State of Arizona's laws concerning such matters, including but not necessarily limited to A.R.S. § 9- 500.11. NOW, THEREFORE, for and in consideration of the foregoing recitals, and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, for themselves and their successors and assigns, covenant and agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The Parties acknowledge that the foregoing Recitals are a material part of this Agreement and are incorporated herein.
2. **Definitions.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in this Paragraph 2.

"Applicable Laws" means the regulations that apply to development of the Property, as set forth in Paragraph 8 of this Agreement.

"Approved Project Design" means the architectural style of the Project and final site plan for the Project approved by the City Council and which is attached to this Agreement as Exhibit B.

"Building" means the structure on the Property that Developer will construct in compliance with the Approved Project Design.

"CFD" means the Litchfield Square Community Facilities District as established under Resolution No. CFD 21-01.

"City Council" means the City Council of the City of Litchfield Park, Arizona.

"Commencement of Construction" means the obtaining of a building permit (but not a mere grading permit) by Developer for construction of the Building and the commencement of work pursuant to that permit with the intention to diligently pursue such work to completion of the Building.

"Completion of Construction" means the completion of all parking areas, sidewalks, landscaping and the Shell of the Building, substantially in accordance with the approved plans and specifications, except for punch list work to the point sufficient for the commencement of the necessary interior tenant improvements therein.

"Covenants, Conditions and Restrictions" or "CC&R's" mean the Amended and Restated Declaration of Revised Covenants, Conditions, and Restrictions for Litchfield Square, formally the City Center contained in the document recorded in the Maricopa County Recorder's Office at Instrument No. 2022-0626245 on August 8, 2022, as amended from time to time.

"Developer" means Rudolfo Family Properties, LLC, an Arizona limited liability company.

"Developer Improvements" means the improvements Developer is required to construct or install that are described on Exhibit E.

"Design Standards" means the design criteria set forth in Section 27C.04 of the Litchfield Park Zoning Code, other applicable building codes, and in the Approved Project Design.

"Effective Date" means the date this Agreement is recorded in the Office of the Maricopa County Recorder pursuant to Paragraph 11.7.

"General Plan" means the general plan of Litchfield Park adopted pursuant to A.R.S. § 9-461.06.

"Litchfield Park" means the City of Litchfield Park, Arizona, an Arizona municipal Corporation.

"Litchfield Square" means the approximate twenty-six (26) acres legally described on Exhibit C.

"Litchfield Square Initial Public Infrastructure" means the Litchfield Square Public Infrastructure described in Exhibit D that will be constructed by Litchfield Park in compliance with the Project Schedule.

"Litchfield Square Public Infrastructure" means all of the public improvements Litchfield Park constructs in or on the Property for use by the general public, including but not limited to streets, sidewalks, curbs, gutters, parks, water features and landscaping owned by Litchfield Park, whether constructed now or in the future, including the Litchfield Square Initial Public Infrastructure. Litchfield Square Public Infrastructure does not

include Developer Improvements.

"Project" means the Building and the Developer Improvements (Parking Lot) to be located as set forth on the Approved Project Design.

"Project Schedule" means the schedule set forth in Paragraph 5.4. "Property" means the real property described on Exhibit A.

"Purchase Agreement" means the Purchase Agreement and Escrow Instructions dated.

"Referendum Period" means the period of time commencing the first day after the passage of a resolution approving this Agreement and ending on the thirtieth day thereafter, unless such time is extended as required by A.R.S. § 19-142.

"Shell of the Building" means the structure of the Building is completed, but not ready for occupancy and consists of, at a minimum, all foundation and floors, structural framework, roof coverings, exterior walls and exterior doors and windows, basic fire sprinkler systems, underground electrical power stubs, plumbing system stubs, elevated floor assemblies, mezzanines, stairways and elevators.

"Square Footage of Building" means the sum of the square feet of each floor of the Building as measured from the exterior surface of the exterior walls of the Building.

"Term" means the time this Agreement is in effect as set forth in Paragraph 7.

3. **Incorporations of Recitals.** The Parties acknowledge that the foregoing Recitals are a material part of this Agreement and are incorporated herein.

4. **General Plan and Zoning.**

The Property is designated as City Center on the General Plan and is zoned City Center (CTR). The development of the Property as shown on the Approved Project Design is consistent with the General Plan in effect on the Effective Date. Developer shall develop the Project in compliance with the Approved Project Design and the requirements of this Agreement, Litchfield Park's development processes and Applicable Laws. If Commencement of Construction occurs on or before the date set forth in the Project Schedule, Developer shall have a vested right to develop the Property in compliance with this Agreement for the Term, consistent with this Agreement and Applicable Laws and subject to the requirements set forth in Paragraph 5.4.

5. **Developer Agreements.** Developer shall build and construct a three-story mixed-use building on Lot 1 and Lot 2, together with public parking infrastructure and related improvements on Lot 2. Developer agrees that any residential uses constructed within the Project will have a livable square footage of not less than 900 square feet. Lot 2 shall be utilized exclusively for free public parking, containing no less than 100 parking spaces, which use shall remain in perpetuity, regardless of whether or not an easement is recorded for such use. Developer's improvements for Lot 1 and Lot 2 shall be subject to Litchfield Park's plan submittal, review and approval process, day-to-day inspection services and Litchfield Park's financial assurance requirements. Developer's Site Improvement obligations for Lot 1 and Lot 2 as detailed on Exhibit "E" to the Development Agreement are incorporated herein, and include: (1) the construction of at least 100 parking spaces and a trash enclosure; (2) the inclusion of an ingress/egress drive to La Loma Avenue, (3) extension of the City of Litchfield Park Pathway network from the existing location north of Lot 2 to the property line at ice cream stand and construction of five golf cart parking spaces, (5) purchase and placement of Litchfield Square approved pavers along La Loma Avenue all in accordance with the preliminary designs prepared by Litchfield Park or as may be amended and agreed to by the

Parties; (6) parking lot improvements shall be provided with required pavement and striping to delineate parking spaces and drive aisles, lighting, and landscaping to Litchfield Park's standards. All other Developer Site Improvements in Exhibit "E" not included herein for Lot 1 and Lot 2 shall remain an obligation under the Development Agreement. Developer shall combine Lot 1 and Lot 2 into one lot within 90 days of closing, however, any such combination shall require the original area of Lot 2 to be utilized exclusively for free public parking in perpetuity. Litchfield Park, if it deems it necessary, shall have the right at any time in the future, and at no cost to Developer, to record a non-exclusive public access easement solely to accommodate such parking rights on Lot 1 or Lot 2 or the combined lots that is reserved and improved for public parking and access connections to other Litchfield Square rights-of-way. Developer and Litchfield Park will enter into a common area maintenance agreement ("CAM Agreement"), in which Litchfield Park will provide for common maintenance of all Litchfield Square public parking areas and landscaping to ensure uniformity of the common areas throughout Litchfield Square, with the costs of such maintenance being paid through proportionate monthly assessments paid by the various property owners.

5.1 Project Schedule. Developer shall comply with the following schedule:

- 5.1.2 Commencement of Construction of Project shall be no later than September 1, 2025.
- 5.1.3 Developer has submitted applications for necessary construction permits prior to the groundbreaking event. Payment of the permit application fees will be made no later than August 1, 2025, and prior to the issuance of the permits.
- 5.1.4 Completion of Construction of Project shall be twenty-four (24) months following Commencement of Construction, subject to extension as provided herein.
- 5.1.5 The City Council may approve one extension to the Project Schedule for Commencement of Construction and/or Completion of Construction in the event political, economic, or health conditions make developing the Property not commercially feasible, but in no event shall such extension exceed three hundred and sixty (360) days.
- 5.1.6 In addition to any other remedies provided for in the Development Agreement, failure to comply with the Commencement of Construction date set forth in Paragraph 5.1.2 shall result in the immediate cancelation of all permits and a payment to Litchfield Park of \$500 per day for every day past the date set forth in 5.1.2 or 5.1.5.

5.2 Developer Improvements.

- 5.2.1 Developer shall design and construct the Developer Improvements at its cost. Litchfield Park will provide Developer with any necessary temporary construction easements for the Improvements, if necessary. Developer shall not be reimbursed by Litchfield Park for the cost of the design or construction of the Developer Improvements
- 5.2.2 Developer recognizes construction of the Developer Improvements is subject to Litchfield Park's normal plan submittal, review and approval processes, day-to-day inspection services and Litchfield Park's financial assurance requirements.
- 5.2.3 Developer Improvements shall be completed in compliance with

Applicable Law and accepted by Litchfield Park prior to issuance of a certificate of occupancy for any portion of the Project.

5.3 CFD Infrastructure Costs.

- 5.3.1 The Litchfield Square Public Infrastructure will be funded in whole or in part by the CFD through the levy of an ad valorem property tax year.
- 5.3.2 As provided in the below-defined CFD Development Agreement, a series of CFD bonds shall only be sold and issued if the Total Debt Service (as defined in the CFD Development Agreement) for all of the CFD bonds then outstanding and the CFD bonds then to be issued can be amortized with substantially equal annual amounts generated by a total tax rate for the CFD of not to exceed in total \$10.00 per one hundred dollars of net limited assessed property valuation as indicated in the tax rolls for each for the current tax years, assuming, for purposes of the foregoing, a delinquency factor for tax collections for each equal to the greater of five percent (5%) and the historic, average, annual, percentage delinquency factor for each as of such tax year.
- 5.3.3 As a condition of this Agreement, Litchfield Park and Developer will enter into a separate District Development, Financing Participation and Intergovernmental Agreement with the Litchfield Square CFD (the "CFD Development Agreement") to specify, among other things, conditions, terms, restrictions and requirements for CFD infrastructure and the financing of public infrastructure and subsequent reimbursements or repayments over time of same. The CFD Development Agreement will be recorded and will be an obligation that will run with the Property.

5.4 Parking Infrastructure.

- 5.4.1 The Litchfield Square project will necessitate the construction of various parking garage structures. The parking requirements for Developer's proposed Project are approximately 150 parking spaces. Developer is constructing 100 of those spaces as part of its Improvement obligations, leaving a remaining obligation of 50 parking spaces.
- 5.4.2 Developer acknowledges that such parking space obligations may be met through the parking garages, which may be funded by sales tax, a special taxing district or other funding mechanism for retail uses, including restaurants. It is anticipated that for any residential uses within Litchfield Square, the associated cost per parking space shall be not less than \$35,000, plus any costs associated with securing such parking spaces and ongoing operation and maintenance costs. Except for residential uses, this parking obligation will not be a direct liability against the Developer.
- 5.4.3 Developer agrees to cooperate with Litchfield Park for the purpose of enabling the establishment of a retail sales tax and monthly non-retail parking obligation and does hereby waive any right Developer may have to protest any necessary authorization to levy the retail surcharge and monthly non-retail parking obligation on the Property against Litchfield Square and the Property. The retail surcharge may be collected in the same manner as ordinary transaction privilege taxes ("TPT") are collected and may be subject to the same penalties and enforcement procedures as provided for TPT; provided, however, the surcharge may be collected by direct billing if so authorized and directed by the City Council.

- 5.4.4 Due to the fact that residential uses pay a lower tax assessed valuation under the CFD than retail uses; if and when Developer adds condominiums to the Project, then Developer shall be solely responsible for the construction of additional parking spaces along Old Litchfield Road, Fairway or Wigwam Blvd., at the City's location preference. Construction of these additional parking spaces shall include all required striping, sidewalk modification & median modification at the Developer's sole cost. Preference for angled or parallel parking shall be solely at Litchfield Park's discretion.
- 5.4.5 Developer agrees to pay Litchfield Park \$75,000 for the ability to connect to the stormwater system. This cost is proportionate for Lot 1 and Lot 2 share of the stormwater system. Due to this payment for stormwater the developer is not required to construct stormwater retention on parcel 1 and parcel 2.

5.5 Obligations to Reconvey by Developer to Litchfield Park.

Notwithstanding anything to the contrary, in the event that either (i) the Commencement of Construction has not occurred on or before the date set forth in Paragraph 5.4.1 above, subject to any applicable extensions, or (ii) the Completion of Construction has not occurred on or before the date set forth in Paragraph 5.4.2 above (each such occurrence constituting a "Reconveyance Event"), then in any such event, the Developer shall be obligated, at Litchfield Park's election in the exercise of its sole discretion exercised in accordance with Paragraph 5.5.1 below, to reconvey the Property to Litchfield Park free and clear of all encumbrances (including without limitation, monetary liens) that were created after the date that the Developer obtained fee title to the Property. The occurrence of a Reconveyance Event that gives rise to the Developer's obligation to reconvey the Property to Litchfield Park pursuant to the terms of this Paragraph 5.5 is, in each such event, a "Reconveyance Obligation." Upon the occurrence of a Reconveyance Event, the Reconveyance Obligation shall constitute a lien on the Property.

- 5.5.1 Upon the occurrence of a Reconveyance Event, Litchfield Park shall have the right, but not the obligation to require that the Developer satisfy the Reconveyance Obligation by reconveying the Property to Litchfield Park. In the event Litchfield Park desires to exercise its right to require Developer to reconvey the Property to Litchfield Park, Litchfield Park shall provide Developer with notice of such election ("Reconveyance Notice"). In the event Developer causes the Commencement of Construction to occur within thirty (30) days after receipt of the Reconveyance Notice and causes the Completion of Construction to occur within one hundred and eighty (180) days after receipt of the Reconveyance Notice, then Litchfield Park's right to require Developer to reconvey the Property to Litchfield Park shall no longer be permitted to require Developer to reconvey the Property for the failure set forth in the Reconveyance Notice. Said reconveyance shall be made upon demand by Litchfield Park by special warranty deed, and Developer shall cause the Title Company to issue to Litchfield Park an ALTA Owner's title insurance policy in the full amount of the purchase price that was paid by the Developer for the Property, subject only to exceptions to title that existed prior to the date that Developer obtained fee title to the Property and other reasonable easements granted to utility companies as required for the development of the Property. To the extent the Developer obtains releases of liens on the Property, then in such event in connection with a reconveyance, Litchfield Park will pay to Developer eighty percent (80%) of the fair market value of the Property ("Buy-Back

Price") less attorneys' fees incurred by Litchfield Park related to the reconveyance. If the liens are not released, the Buy-Back Price shall also be reduced by the amount of the outstanding liens. The liquidated damages provisions set forth in Paragraph 5.5.2 shall not apply in the event the Reconveyance Obligation is satisfied pursuant to this Paragraph 5.5.1.

- 5.5.2 In addition to any and all other rights and remedies existing in law or equity in favor of Litchfield Park as a result of a Reconveyance Event, the lien created hereby may be foreclosed by Litchfield Park in accordance with the terms of A.R.S. Section 33-721, *et. seq.* In the event of such a foreclosure, Developer shall have the right to redemption set forth A.R.S. Section 33-726 which shall be satisfied by Developer complying with the Commencement of Construction or Completion of Construction deadline, as applicable, prior to completion of the foreclosure and the payment of all reasonable fees and expenses incurred by Litchfield Park due to the Reconveyance Event. In the event that Litchfield Park exercises its remedies pursuant to A.R.S. § 33-721, *et. seq.* and Developer fails to timely exercise its right of redemption, the parties agree that Litchfield Park will be entitled to liquidated damages in the amount of the Buy-Back Price, as damages and not as a penalty. Litchfield Park shall be entitled to enter that amount as its bid in any judicial or non-judicial foreclosure. The parties acknowledge that: (i) it would be impracticable to fix the actual damages suffered by Litchfield Park as a result of Developer's failure to meet the Commencement of Construction and Completion of Construction deadlines set forth in the Project Schedule, and (ii) the amount of the liquidated damages represents a fair and reasonable compensation to Litchfield Park for any such failure. Notwithstanding anything to the contrary, in no event whatsoever shall a foreclosure of the lien created by this Paragraph 5.5.2 cause a termination of any provision of this Development Agreement. Any purchaser of the Property that takes title to the Property through a foreclosure shall acquire the Property as it is encumbered by this Development Agreement. This Development Agreement shall survive any foreclosure of the lien created hereby and in no event shall this Development Agreement be deemed to be merged with any conveyance instrument applicable to any such foreclosure.
- 5.5.3 If the Property is conveyed to a third party pursuant to Paragraph 12.6, Commencement of Construction of a new project shall occur no later than six months after close of escrow for the Property and Completion of Construction of the new project shall occur no later than twelve months following Commencement of Construction. Any such new project shall comply with the terms and conditions of this Agreement and an Approved Project Design for the new project, which shall thereafter be a "Project" as defined in Paragraph 1.
- 5.5.4 Notwithstanding anything to the contrary contained herein, if Developer is financing the construction of the Project, upon written notice to Litchfield Park of the details of the terms and conditions of the financing, the Reconveyance Obligation shall be subject and subordinate to the lien of any First Mortgage for such financing, up to the amount (including all principal, interest, default interest and other amounts payable thereunder) outstanding thereunder as of the date of the reconveyance. "First Mortgage" shall mean any first-priority mortgage, deed of trust or other encumbrance in the nature of a mortgage granted to secure financing for the Project, and for which Litchfield Park has received written notice of its

existence. Litchfield Park shall notify the holder of any First Mortgage ("Lender") in writing concurrently with any Reconveyance Notice given to Developer.

5.6 Compliance with Covenants, Conditions and Restrictions.

Developer shall comply with and pay any assessments required by the Covenants, Conditions and Restrictions applicable to the Property. Developer acknowledges that it has received and reviewed the Covenants, Conditions and Restrictions and that the Covenants, Conditions and Restrictions are and will be applicable to and encumber the Property.

5.7 No Financial Obligation of Litchfield Park.

Except for construction of the Litchfield Square Initial Public Infrastructure, Litchfield Park shall have no financial obligations of any kind with respect to the design, construction and maintenance of the Project. Developer shall pay all plan check, permit, site development, inspection and other fees required for construction of the Project.

6 Litchfield Park Agreements.

6.1 Construction of Litchfield Square Initial Public Infrastructure. Litchfield Park has completed construction of the Litchfield Square Initial Public Infrastructure.

7 Term. The Term of this Agreement shall be perpetual and shall run with the Property.

8 Insurance. Developer shall obtain and maintain insurance policies and coverages required by the Litchfield Park City Code Article 7-16 commencing on the Effective Date and until completion and acceptance by Litchfield Park of the Developer Off- Site Improvements.

9 Applicable Laws. The development of the Property shall be subject to (i) all federal, state and local laws and regulations in existence as of the Effective Date that are applicable to the Property, and (ii) the Design Standards and approved project Design. Except for the following exceptions, Litchfield Park shall not impose or enact any additional Applicable Laws that adversely impact the ability to develop the Property in accordance with the Approved Project Design:

9.1 Litchfield Park ordinances and regulations specifically agreed to in writing by Developer;

9.2 Amended or new Litchfield Park ordinances or regulations necessary to comply with state and federal laws and regulations in effect at that time;

9.3 Changes to taxes, procedures, filing fees, review fees, or inspection fees that are imposed on or charged by Litchfield Park to all similarly situated persons and entities; and

9.4 Future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety-related codes provided that such building or safety code updates and amendments are not applied discriminatorily against any portion of the Property.

9.5 Nothing herein shall be interpreted as relieving Developer from any

obligations which it may have with respect to applicable regulations enacted by the Federal government or the State of Arizona. Nothing in this Agreement shall alter or diminish the authority of Litchfield Park to exercise its eminent domain powers.

10 Notices and Filings.

- 10.1 Manner of Service. All notices, demands or other communications given hereunder shall be in writing and shall be given by personal delivery, delivered by recognized national "overnight" courier service (such as UPS or FedEx), or by United States certified mail (return receipt requested), with all postage and other delivery charges prepaid, and addressed as follows:

To Litchfield Park:

City Manager
214 W. Wigwam Blvd.
Litchfield Park, Arizona 85340

With Copy To:

City Attorney
Pierce Coleman, PLC
2812 N. Norwalk, Suite 107
Mesa, Arizona 85215

To Developer:

Rudolfo Family Properties, LLC
P.O. Box 421
Litchfield Park, Arizona 85340

- 10.2 Effective Date of Notices. No such notice, demand or other communication will be deemed effective absent documented confirmation in commercially acceptable form and, in such event, such notice, demand or other communication shall be deemed effective: (i) if delivered personally or delivered through a same day delivery/courier service, upon the date of such confirmation of delivery or refusal to accept delivery by the addressee, (ii) if delivered by U.S. Mail in the manner described above, upon actual receipt, and (iii) if delivered by a recognized national overnight delivery service, the date of such confirmation of delivery; in each case except delivery by U.S. Mail regardless of whether such notice, demand or other communication is actually received by any person to whom a copy of such notice, demand or other communication is to be delivered pursuant to this Paragraph 10. Any payment by any Party required or permitted under this Agreement may be made by personal delivery, U.S. Mail, recognized national overnight delivery service or, if the Party entitled to receive such payment provides wiring instructions to the Party obligated to make such payment, via wire transfer, provided if such payment is made in any manner described in the preceding sentence, such payment shall be deemed made at the time provided in this paragraph for notices, demands and other communications to be deemed effective.

11 Developer Representations. Developer represents and warrants to Litchfield Park that:

- 11.1 Developer has the full right, power and authorization to enter into this Agreement and to perform its obligations and undertakings under this Agreement, and the execution, delivery and performance of this Agreement by the Developer has been duly authorized and agreed to in compliance with the organizational documents of Developer. Developer is a limited liability company, validly organized and in good standing under the laws of the State of Arizona and holding all licenses and authorizations necessary to conduct business in the State of Arizona, and to enter into and perform its obligations under this Agreement.
- 11.2 All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.
- 11.3 Developer will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.
- 11.4 Developer knows of no litigation, proceeding or investigation pending or threatened against or affecting Developer, which could have a material adverse effect on Developer's performance under this Agreement that has not been disclosed in writing to Litchfield Park.
- 11.5 This Agreement (and each undertaking of Developer contained herein) constitutes a valid, binding and duly authorized obligation of the Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. The Developer will, at its sole cost and expense, defend the validity and enforceability of this Agreement and each of its terms in the event of any proceeding or litigation which challenges the validity or enforceability of any provision of this Agreement or the authority of the Developer or Litchfield Park to enter into or perform any provision under this Agreement and shall indemnify Litchfield Park against any cost, expense, liability or judgment (including attorneys' fees, court costs and expert witnesses) incurred by Litchfield Park in connection with any such litigation or proceeding. The severability and reformation provisions of Paragraph 12.18 shall apply in the event of any successful challenge to this Agreement; provided, however, that all economic risks associated with any determination of unenforceability or invalidity of this Agreement or any of its provisions shall be borne solely by Developer, which shall have no recourse against Litchfield Park.
- 11.6 The execution, delivery and performance of this Agreement by Developer is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which Developer is a party or to which Developer is otherwise subject.
- 11.7 Developer has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.
- 11.8 Developer has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

12 General Provisions.

- 12.1 Indemnification. Developer shall indemnify, defend, pay and hold harmless Litchfield Park, and its employees, agents, contractors, licensees or assignees (each, individually, a "***Litchfield Park Indemnified Party***," and collectively, the "***Litchfield Park Indemnified Parties***") for, from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, judgments and causes of action including, without limitation, reasonable attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against any one or more of the Litchfield Park Indemnified Parties relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions caused by Developer, its agents, employees or any subcontractor of Developer related to the performance of this Agreement or by reason of any statement, information, certificate or other official representation provided by Developer in this Agreement that is false, inaccurate, misleading or incomplete in any material respect, except to the extent caused by the gross negligence or intentional misconduct of the Litchfield Park Indemnified Party seeking indemnity hereunder. In the case of any claim, action or proceeding which is made or brought against any of the Litchfield Park Indemnified Parties by reason of any of the foregoing events, then Developer, upon prompt written notice from the Litchfield Park Indemnified Party will, at Developer's sole cost and expense, resist or defend such claim, action or proceeding, in the Litchfield Park Indemnified Party's name, if necessary, by counsel approved, in writing, by the Litchfield Park Indemnified Party, such approval not be unreasonably withheld or delayed.
- 12.2 Designated Representatives. Whenever a term or condition of this Agreement refers to a "designated representative" of a Party, such reference shall be to the representative designated for such purpose in a notice by a Party to the other Party; provided if no such designation has occurred or if such designated representative is no longer employed by the Party or otherwise available, the "designated representative" for Litchfield Park shall be deemed to be its Litchfield Park City Manager and for Developer its Manager.
- 12.3 Persons Not Liable. No shareholder, partner, member, manager, director, officer, official, council member, representative, agent, attorney or employee of either Party shall be personally liable to the other Party, or to any successor in interest to the other Party, in the event of any Default by a Party or for any amount which may become due to the other Party or any successor or assign, or with respect to any obligation of Litchfield Park or Developer under the terms of this Agreement.
- 12.4 Good Faith of Parties. Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, the Parties agree each will act in good faith and will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.
- 12.5 Further Assurances. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other Party may reasonably require from time to time to consummate, evidence, confirm or carry out the matters contemplated by this Agreement or to

confirm the status of (a) this Agreement as in full force and effect, and (b) the performance of the obligations hereunder at any time during its Term.

12.6 Restrictions on Assignment and Transfer.

12.6.1 Except as provided in Paragraph 12.6.2 during the term of this Agreement, no assignment, conveyance, or transfer of a Developer's rights under this Agreement (each, a "Transfer") shall occur or be permitted without the prior written consent of the City Manager, whose consent shall not be unreasonably withheld. Developer shall give Litchfield Park at least thirty (30) calendar days' written notice of a proposed Transfer of ownership. The City Manager agrees to respond to Developer regarding the Transfer within seven (7) business days following Litchfield Park's receipt of the notice. Failure to respond by the eighth business day that follows shall be deemed an approval. Any Transfer in violation of this Paragraph 12.6.1 shall be void, and not voidable, and shall vest no rights in the purported transferee or assignee.

12.6.2 The restrictions on Transfer shall not apply with respect to: (a) Developer's financing related to the Project or the exercise of any remedies by a lender of Developer under such financing; or (b) a Corporate Succession, so long as Developer's successor-in-interest expressly assumes the obligations under this Agreement. For the purposes of this Agreement, the term "Corporate Succession" means (i) a sale or transfer of all or substantially all of Developer's business assets to an Affiliate, or (ii) a change in the form of business entity through which Developer conducts its business. Developer shall promptly notify Litchfield Park in writing of any event of Corporate Succession. No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly authorized in this Paragraph 12.6.2, and any Transfer in violation of the provisions of this Paragraph 12.6.2 shall be void and shall vest no rights in the purported transferee.

12.7 Recordation. Recordation of this Agreement is a condition of Close of Escrow for sale of the Property to Developer. This Agreement shall be recorded in its entirety by Litchfield Park in the office of the Maricopa County, Arizona, Recorder, not later than ten (10) days after this Agreement has been executed by Litchfield Park and Developer, provided however, that the parties shall not execute this Agreement prior to or during the Referendum Period.

12.8 Waiver. The Parties agree neither the failure nor the delay of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

12.9 Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference

to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement (whether by a Party, or by a permitted successor or assign to all or any interest of a Party) shall be commenced and maintained in the Superior Court for Maricopa County, in Phoenix, Arizona, and the Parties (and their successors and assigns) agree and consent to the exclusive jurisdiction of such Superior Court. Developer (and their successors and assigns) waive all right to seek removal of any action to any court (federal or state) other than the Superior Court in and for Maricopa County, Arizona.

- 12.10 Attorneys' Fees and Costs. In the event of commencement of a legal action or proceeding in an appropriate forum by a Party to enforce any covenant, term, provision or requirement of this Agreement, or any of such Party's rights or remedies under this Agreement, or in the event of commencement of any action or proceeding seeking a declaration of the rights of any Party or equitable or injunctive relief against any Party, the prevailing Party or Parties in any such action or proceeding shall be entitled to recovery of its reasonable attorneys' fees, court costs and expenses, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the Parties and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental expenses associated with such dispute. The award shall be made by the Court and not by a jury.
- 12.11 Business Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Friday, Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so it shall end on the next succeeding day which is not a Friday, Saturday, Sunday or legal holiday.
- 12.12 Time of Essence. Time is of the essence in implementing the terms of this Agreement.
- 12.13 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- 12.14 Exhibits and Recitals. Any exhibit attached hereto shall be deemed to have been incorporated into this Agreement by this reference with the same force and effect as if fully set forth in the body of this Agreement. The Recitals set forth at the beginning of this Agreement and the introductory paragraphs preceding the Recitals are incorporated into this Agreement, and the Parties hereby confirm the accuracy of the Recitals.
- 12.15 Successors and Assigns. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties pursuant to A.R.S. § 9-500.0S(D).
- 12.16 Covenants Running With Land; Inurement. The covenants, conditions, terms and provisions of this Agreement relating to use of the Property shall run with the land and shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to the Project. Wherever the term "Party" or the name of any particular Party is used in this Agreement, such term shall include any such Party's permitted successors and assigns.

Amendment. Except as otherwise amended hereby, all of the terms and provisions of the Development Agreement shall remain in full force and effect.

- 12.17 Amendment. No change, addition or deletion is to be made to this Agreement, except by a written amendment approved by the Litchfield Park Council and executed by the Parties.
- 12.18 Limited Severability. The Parties each believe that the execution, delivery and performance of this Agreement are in compliance with all Applicable Laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring Litchfield Park to do any act in violation of any Applicable Law, constitutional provision, law, regulation, City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that, if practical and legally permitted, this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required; and further provided that in no event shall Litchfield Park be required to borrow funds, extend credit, make any expenditure from its General Fund, or take any other action determined by the City Attorney to be a violation of any Applicable Law. Unless prohibited by any Applicable Law, the Parties further shall perform all acts and execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.
- 12.19 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so the signatures of all Parties may be physically attached to a single document.
- 12.20 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written (including any term sheets, discussion outlines or similar documents) are hereby superseded and merged into this Agreement.
- 12.21 Survival. All agreements and indemnities in this Agreement expressly set forth to survive termination of this Agreement shall survive the rescission, cancellation, expiration or termination of this Agreement for the period of the applicable statute of limitations.
- 12.22 Compliance with Immigration Laws and Regulations. Pursuant to the provisions of A.R.S. § 41-4401, Developer warrants to Litchfield Park that Developer is in compliance with all Federal Immigration laws and regulations which relate to its employees who work in connection with the Project and, to the extent mandatory with the E-Verify Program under A.R.S. § 23-214(A). Developer acknowledges a breach of this warranty by Developer or any of its Affiliates is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any subcontract. To the extent permitted by law, Litchfield Park retains the

legal right to inspect the papers of any employee of Developer who works in connection with the Project to ensure compliance with this warranty. Litchfield Park may conduct random verification of the employment records of Developer to ensure compliance with this warranty. Litchfield Park will not consider Developer in material breach of the foregoing warranty if Developer establishes they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the requirements prescribed by Arizona Revised Statutes § 23-214(A). The provisions of this Article must be included in any contract Developer enters into with all persons who provide services under this Agreement or any other contract with Litchfield Park.

12.23 Conflict of Interest Statutes. This Agreement is subject to, and may be terminated by Litchfield Park in accordance with, the provisions of A.R.S. § 38-511.

12.24 Estoppel Certificate. Upon request by either party, the other Party shall, within ten (10) calendar days, respond and certify by written instrument to Developer that (a) the Approved Project Design is unmodified and in full force and effect, or if there have been modifications, that the Approved Project Design is in full force and effect as modified, stating the nature and date of such modification, (b) this Agreement is unmodified and in full force and effect, or if there have been modifications, that the Agreement is in full force and effect as modified, stating the nature and date of such modification, (c) the existence of any default under the Approved Project Design or this Agreement and the scope and nature of the default, and (d) any other matters that may reasonably be requested in connection with the development of the Property, any financing thereof, or any material aspect of the Approved Project Design. In the event either party has not received an estoppel certificate within ten (10) days from the date of the request, then in such event, the requesting party shall be entitled to prepare an estoppel certificate and deliver the certificate to the other Party and such estoppel certificate shall be binding upon the other Party.

12.25 Default and Remedies.

12.25.1 Developer Default; Cure Period. If Developer fails to perform its obligations under this Agreement, and such failure continues for a period of ten (10) business days after receipt of written notice thereof from Litchfield Park detailing the nature of the alleged default in accordance with this Agreement (the "Cure Period"), such failure shall constitute a Developer default under this Agreement ("Developer Default"); provided, however, if more than ten (10) days are required to cure the default, the Cure Period shall be extended for such additional time as reasonable necessary for Developer to cure the default provided Developer commences the cure within ten (10) business days and thereafter diligently pursues its completion and such default does not otherwise extend the Completion of Construction. Whenever a Developer Default occurs and is not cured within the Cure Period, Litchfield Park may pursue all of its legal rights and remedies including declaring this Agreement terminated. If this Agreement is terminated, the Property shall be reconveyed to Litchfield Park in compliance with Paragraph 5.5. Any improvements constructed on the Property shall become the property of Litchfield Park. For all other Defaults of Developer, Litchfield Park may pursue all of its legal rights, including seeking specific performance, an

injunction (whether characterized as mandamus, injunction or otherwise), special action, declaratory relief or other similar relief requiring the Developer to undertake and to fully and timely pay or perform its obligations under this Agreement; provided, however, Litchfield Park shall not be entitled to the remedy of specific performance to force Developer to complete construction. Notwithstanding anything herein to the contrary, Developer's partners, shareholders, members, officers, or other principals shall not have any personal liability under this Agreement. The provisions of this Paragraph 12.25.1 shall survive termination of this Agreement.

12.25.2 Litchfield Park Default: Cure Period: Except as provided in Paragraph 5.1, if Litchfield Park fails to perform its obligations under this Agreement, and such failure continues for a period of ten (10) days after notice thereof from Developer in accordance with this Agreement, such failure shall constitute a Litchfield Park default under this Agreement. The Developer may pursue all its legal rights and remedies, including declaring this Agreement terminated. The provisions of this Paragraph 12.25.2 shall survive termination of this Agreement.

12.26 Referendum. In the event a referendum petition is filed during the Referendum Period with the Clerk of Litchfield Park with respect to the approval of this Agreement by the Litchfield Park City Council, (i) the Parties may mutually agree in writing to rescind the Agreement and cancel the sale of the Property to Developer, in which case the costs and expenses incurred by each Party shall be borne by that Party, or (ii) Litchfield Park at its sole cost and expense, may schedule a referendum election for the next regular election of Litchfield Park, or, in Litchfield Park's sole and absolute discretion, as a special election; and the time period prior to the election and until the final results of such election are known shall extend the Project Schedule and Close of Escrow for the sale of the Property to Developer. If a referendum election is held and the electors of Litchfield Park disapprove the adoption of this Agreement, then this Agreement and the Purchase Contract shall automatically, and without further act or notice, be deemed terminated, in which event, the Parties shall each bear their own costs and expenses to the date of such automatic termination.

12.27 Marketing/Development and Brokerage signage. Prior to construction, during construction and up to full lease up of the building, and subject to Litchfield Park review and approval Developer shall be allowed to place a marketing sign for the Project on two locations to be agreed upon with the Litchfield Square project and such signs shall be up to 4'x6' in size. As project developer these marketing signs may be combined with other developer signs at the location for one master sign. Litchfield Park reserves the right to relocate these signs as long as Litchfield Park owns the parcel where the sign is located.

12.28 Force Majeure. Developer or Litchfield Park shall not be considered in breach of its obligations under this Agreement, as a result of any of the following: unanticipated delays with respect to governmental licenses, permits, and approvals; acts of God; acts of the public enemy; foreign or domestic terrorism; war; riots; sabotage; acts or failure to act of any governmental agency; any order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the Project, the affected party or such Party's operations, or of any

civil or military authority; insurrections; fires; windstorm; floods; washouts; droughts; tornadoes; hurricane; earthquakes; epidemics; pandemics (including COVID-19); quarantine restrictions; strikes, lockouts or other industrial disturbances (whether or not on the part of agents or employees of either Party); freight embargoes; unusually severe weather; unforeseeable environmental or archaeological conditions requiring investigation/mitigation pursuant to federal, state or local laws; orders of any kind of the government of the United States of America or of the state or any governing authority or any of their respective departments, agencies, political subdivisions or officials; explosions; entire failure of utilities; or any other cause or event not reasonably within the control of the Developer or Litchfield Park (each, a "Force Majeure Event"). Notwithstanding the above, a Force Majeure Event does not include any government acts or orders by Litchfield Park relating solely to the Developer or the Property or the Agreement. The Parties explicitly acknowledge that economic conditions are not an event subject to the benefit of this Paragraph 12.28.

- 12.29 Monument Signage. Should Litchfield Park provide Monument Signage with Tenant Space (panel) on them then Developer shall be entitled to a minimum of one panel and up to Developers proportional share of panels on permanent monument signs which have space allocated for tenants in addition to any proportionate building directional signage on directional signage at the Project.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have entered into this Agreement on or as of the day and year first written above.

DEVELOPER:

Rudolfo Family Properties, LLC
an Arizona limited liability company

By: _____
Michael L. Rudolfo, Manager

By: _____
Noelia Rudolfo, Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of April, 2025, before me, a notary public in and for said state, personally appeared Michael L. Rudolfo, Manager of Rudolfo Family Properties, LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the Pro Forma Development Agreement with Right to Require and Comply with Reconveyance Obligations; on behalf of the Company.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

My Commission Expires: _____
Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of April, 2025, before me, a notary public in and for said state, personally appeared Noelia Rudolfo, Manager of Rudolfo Family Properties, LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the Pro Forma Development Agreement with Right to Require and Comply with Reconveyance Obligations; on behalf of the Company.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

My Commission Expires: _____
Notary Public

[ADDITIONAL SIGNATURE ON FOLLOWING PAGE.]

LITCHFIELD PARK:
CITY OF LITCHFIELD PARK,
an Arizona municipal corporation

By: _____
Thomas L. Schoaf, Mayor

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of April, 2025, before me, a notary public in and for said state, personally appeared Thomas L. Schoaf, the Mayor of the City of Litchfield Park, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the Pro Forma Development Agreement with Right to Require and Comply with Reconveyance Obligations; on behalf of the City of Litchfield Park.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

My Commission Expires:

Notary Public

ATTEST:

Terri Roth, MMC, City Clerk

APPROVED AS TO FORM:

Pierce Coleman, PLLC, City
Attorney By: Joseph D. Estes

Rudolfo Family Properties, LLC
Development Agreement
April 16, 2025
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Exhibit A	Legal Description of Property
Exhibit B	Approved Project Design
Exhibit C	Litchfield Square Legal Description
Exhibit D	Litchfield Square Public Infrastructure
Exhibit E	Developer Improvements

Exhibit D
Litchfield Square Public Infrastructure

1. Street improvements of La Loma Avenue from Wigwam Blvd to the northern CFD boundary including asphalt base pavement and curb and gutter.
2. Village Parkway street improvements from the Litchfield Road/Village Parkway roundabout La Loma Avenue to Old Litchfield Road including asphalt base paving, curb and gutter, sidewalks, and streetlights.
3. Water and sewer services to the property line.
4. Utility conduits to the property line, including electrical power (APS), natural gas (Southwest Gas), and telecommunications (Cox and Century Link).
5. Underground storm water retention and disposal with a storm drain connection to the property line.
6. Litchfield Square park amenities completed.

Exhibit E
Developer Improvements

1. Paved parking lot on Lot 1 and Lot 2 including an driveway to La Loma Avenue with ingress/egress. all in accordance with the preliminary designs prepared by Litchfield Park. Said parking lot shall contain at least 95 parking spaces and a trash enclosure.
2. Paved parking lot shall be provided with striping to delineate the parking spaces and drive aisles, lighting, and landscaping to the Litchfield Park's standards.
3. Dedication of a cross-access easement for golf cart connection, and construction of X golf cart parking spaces along this connection.
4. Construction of preapproved "Verona" pavers along La Loma Avenue as shown on the attached exhibit.
5. Construction of a golf cart pathway from the existing pathway between the Litchfield underpass and scout lodge. This new pathway connection will be asphalt and will terminate with five golf cart parking spaces built on the north side of the ice cream stand.



CITY COUNCIL COMMUNICATION

Executive Session Item X.A
**An Executive Session may be
called during the public meeting
on any item on this agenda
pursuant to A.R.S. § 38-
431.03(A)(3) for the purpose of
receiving legal advice.**

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Matthew Williams, City Manager
Presenter: Matthew Williams, City Manager
Meeting Date: 8/6/2025

RECOMMENDED MOTION:

N/A

BACKGROUND/DISCUSSION:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

ATTACHMENTS:



CITY COUNCIL COMMUNICATION

Executive Session Item X.B
**An Executive Session pursuant to
A.R.S. § 38-431.03(A)(3) for
discussion or consultation for
legal advice with the City
Attorney regarding Sun Health
Development Agreement.**

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Matthew Williams, City Manager
Presenter: Matthew Williams, City Manager
Meeting Date: 8/6/2025

RECOMMENDED MOTION:

N/A

BACKGROUND/DISCUSSION:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

ATTACHMENTS:



CITY COUNCIL COMMUNICATION

Executive Session Item X.C
**An Executive Session pursuant to
A.R.S. § 38-431.03(A)(3) for
discussion or consultation for
legal advice with the City
Attorney regarding Scout Lodge
Agreement.**

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Matthew Williams, City Manager
Presenter: Matthew Williams, City Manager
Meeting Date: 8/6/2025

RECOMMENDED MOTION:

N/A

BACKGROUND/DISCUSSION:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

ATTACHMENTS:



CITY COUNCIL COMMUNICATION

Executive Session Item X.D
An Executive Session pursuant to
A.R.S. § 38-431.03(A)(3) for
discussion or consultation for
legal advice with the City
Attorney regarding Colliers
Design.

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Matthew Williams, City Manager
Presenter: Matthew Williams, City Manager
Meeting Date: 8/6/2025

RECOMMENDED MOTION:

N/A

BACKGROUND/DISCUSSION:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

ATTACHMENTS:



CITY COUNCIL COMMUNICATION

Executive Session Item X.E
**An Executive Session pursuant to
A.R.S. § 38-431.03(A)(3) for
discussion or consultation for
legal advice with the City
Attorney regarding the Rudolfo
Development Agreement.**

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Matthew Williams, City Manager
Presenter: Matthew Williams, City Manager
Meeting Date: 8/6/2025

RECOMMENDED MOTION:

N/A

BACKGROUND/DISCUSSION:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

ATTACHMENTS: