

Wednesday, February 16, 2022

7:00 PM

IN-PERSON ATTENDANCE AT PUBLIC MEETINGS HAS BEEN SUSPENDED UNTIL FURTHER NOTICE.**NOTICE IS HEREBY GIVEN PURSUANT TO A.R. S. §38-431.02 THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND BY AUDIO/VIDEO CONFERENCE CALL.****I. Call to Order**

Zoom Conference

1. Watch on [YouTube](#) or [Zoom](#)
2. Telephone: 1 669 900 6833 Meeting ID: 863 5268 0218
3. The agenda and packet are available at: www.litchfield-park.org

II. Pledge of Allegiance

The invocation may be offered by a person or Council Member of any religion, faith, belief or non-belief. A list of volunteers is maintained by the City Clerk and interested persons should contact the Clerk for further information.

Any invocation that may be offered before the start of the regular Council business shall be the voluntary offering for the benefit of the Council and the citizens present. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.

III. Mayor and Council Members Report on Current Events**IV. City Manager's Report on Current Events****INFORMATION**

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. Response to Call to the Community

There were no requests to speak during the January 19, 2022 regular meeting.

VI. 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.

VII. Presentations**A. Certificates of Appreciation****INFORMATION**

Presenter: Thomas L. Schoaf, Mayor

Mayor Schoaf, on behalf of the City Council, will present Certificates of Appreciation to outgoing Industrial Development Authority (IDA) Board Members in recognition of their service and dedication to our community. The Board was disbanded in December 2021.

Michael Faith - February 2015 - December 2021

Todd Kinney - July 2010 - December 2021

Diane Landis - March 2016 - December 2021

John Wenzlau - July 2004 - December 2021

B. Employee of the Quarter**INFORMATION**

Presenter: Thomas L. Schoaf, Mayor

Mayor Schoaf will recognize Raul Rivera of Public Works as the 4th quarter winner of 2021. Other nominees were Jena Huffman, City Hall; Jose Orozco and Efren Pacheco, Public Works; and Sami Tellez, Recreation Center.

C. National School Breakfast Week Proclamation**INFORMATION/ACTION**

Presenter: Thomas L. Schoaf, Mayor

Mayor Schoaf will read a proclamation declaring March 7 - 11, 2022 as National School Breakfast Week.

D. Master Municipal Clerk Designation for the City Clerk**INFORMATION**

Presenter: Thomas L. Schoaf, Mayor

Mayor Schoaf will recognize that the International Institute of Municipal Clerks has conferred the designation of Master Municipal Clerk upon Ms. Terri Roth effective January 5, 2022.

VIII. Reports**A. Public Safety Services Monthly Reports****1. Goodyear Fire Report****INFORMATION**

Chief Cole will provide this report, which includes 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**

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

- Assault
- Threat/Phone Calls

- Juvenile Disturbing
- Theft/Vehicle Theft
- Stolen Vehicle Recovery
- Drugs
- Harassment/Civil Matter
- Welfare Check
- Traffic Violations
- Traffic Citations
- Burglary
- Shoplifting
- Criminal Damage
- Suspicious Activity
- Deceased Person
- Fight/Mutual Combat
- Traffic Stops

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

Ms. Peterson will provide an update on the City's budget and expenditures for FY2022 through January. Follow-up items from the previous Council meeting may also be discussed.

2. Litchfield Square Update**INFORMATION**

Mr. Scoutten will provide an update on the status of the Litchfield Square development. Follow-up items from the previous Council meeting may also be discussed.

IX. 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**INFORMATION/ACTION**

Presenter: Terri Roth, City Clerk

Discussion and possible action to approve the January 19, 2022 work study session and regular meeting minutes.

B. Approval of Sentinel Migration Contract**INFORMATION/ACTION**

Presenter: Paige Peterson, Director of Finance

Discussion and possible action to approve the migration to Sentinel's Cloud Select Managed Backup Solution.

C. Approval of Laptop Imaging**INFORMATION/ACTION**

Presenter: Paige Peterson, Director of Finance

Discussion and possible action to approve Appendix A of the Master Services Agreement with Sentinel Technologies, Inc., for imaging approximately 40 laptops for a total cost of \$17,150.

D. Approval of a Cooperative Purchase Agreement with A&G Turf Equipment**INFORMATION/ACTION**

Presenter: Richard Alvarado, Director of Public Works

Discussion and possible action to approve a cooperative purchase contract with A&G Turf Equipment pursuant to a contract between A&G Turf Equipment and the Mohave Educational Services Cooperative for the purchase of mowing equipment in an amount not to exceed \$60,645.86.

E. Personnel Policy HR-2033 Timekeeping**INFORMATION/ACTION**

Presenter: Susan Slaagle, Director of Human Resources

Discussion and possible action adopt Resolution 22-510 amending the Personnel Policy Manual by amending Policy Number HR-2033 related to timekeeping.

F. Personnel Policy HR-4031 Workplace Bullying**INFORMATION/ACTION**

Presenter: Susan Slaagle, Director of Human Resources

Discussion and possible action adopt Resolution 22-511 amending the Personnel Policy Manual by amending Policy Number HR-4031 related to workplace bullying.

G. Scout Lodge**INFORMATION/ACTION**

Presenter: Matthew Williams, City Manager

Discussion and possible action to direct Staff to explore options regarding Scout Lodge and coordinate public input meetings.

X. Business**A. Introduction of Ordinance 22-256 Amending Zoning Code Subsection 35.08 Temporary Signs****INFORMATION/ACTION**

Presenter: Terri Roth, City Clerk

Discussion and possible action to introduce Ordinance 22-256 amending Zoning Code Subsection 35.08 Temporary Signs related to the table containing allowable dates for placement and removal of political signs on private property and in the City's Rights-of-Way.

B. Adoption of Ordinance 22-255 Flood Damage Prevention**INFORMATION/ACTION**

Presenter: Woody Scoutten, City Engineer

Discussion and possible action to adopt Ordinance No. 22-255 amending the City Code Chapter 15 Flood Damage Prevention related to inspections and cleaning of underground storage of storm water.

C. Introduction of Ordinance 22-257 Camelback Road Rights-Of-Way Annexation **INFORMATION/ACTION**

Presenter: Woody Scoutten, City Engineer

Discussion and possible action to introduce Ordinance 22-257 related to Camelback Road Rights-of-Way annexation.

D. Location of Wigwam's Underground Irrigation Pipe **INFORMATION/ACTION**

Presenter: Woody Scoutten, City Engineer

Discussion and possible action to approve a sole source procurement of Achen-Gardner Construction, LLC to provide excavation services for locating the Wigwam's underground irrigation pipe along the south side of Camelback Road in an amount not to exceed \$20,170.25.

E. Addendum to Line Extension Agreements with Liberty Utilities **INFORMATION/ACTION**

Presenter: Woody Scoutten, City Engineer

Discussion and possible action to approve the addendum to the water line extension agreement and the addendum to the sewer line extension agreement with Liberty Utilities for the purpose of providing additional water and sewer infrastructure for the Litchfield Square project.

XI. 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 with the City Attorney for legal advice regarding the process for real property acquisitions.

C. An Executive Session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation with the City Attorney for legal advice concerning title issues with Camelback Park.

D. An Executive Session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation with the City Attorney for legal advice concerning an easement for the Airline Canal.

XII. 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, February 16, 2022**, 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.

**City Council**

214 W. Wigwam Blvd.
Litchfield Park, AZ 85340

Meeting: 02/16/22 07:00 PM
Department: Administration
Category: Report
Prepared By: Terri Roth
Initiator: Matthew Williams
Sponsors:

**CITY MANAGER
January 2022**

REPORT DETAIL ATTACHED

Attachments:
CM Jan. 2022 (PDF)

To: Mayor and Council
From: City Manager Matthew Williams
Subject: January 2022 Manager's Report

Community and Recreation Services

Recreation Center Facility

- Staff is researching ways to allow local youth to use the Rec Center basketball courts free of charge during business hours and will share our findings with the RPG Commission.
- Staff would like to upgrade our recreation management software by FY24. We are in the process of comparing products and pricing offered by SmartRec and CivicRec with ACTIVE Network, our current provider.
- Flooring repair in the men's changing room was completed on Saturday, January 15. The floor was previously cut into to fix plumbing to the changing room drain.

Aquatics

- Aquatic Environmental Systems, AES, came out on Monday, January 24 and finally replaced the spa pump.

Preschool

- Preschool Staff is preparing registration forms for the upcoming summer camps as well as the 2022-2023 school year. Priority enrollment will open on February 11, 2022.

Community Services

- The annual Community Garage Sale is set for Saturday, April 9, 2022.

Sports

- Strong Minds Run Club begins this Saturday, January 29, with 7 registrants. This is a 5-week class and all participants are automatically registered into the February 26 Kiwanis Litchfield Park Run.
- Registration for the Spring sports season remains open. We currently have 264 total registrants: 99 Basketball, 131 Soccer, and 34 Flag Football. We expect these numbers to continue to rise since we still have one month left of registration.
- Registration for the March 19 adult cornhole tournament is also ongoing.

Special Events

- The sold-out Kiwanis Trout Fishing Derby was held on Saturday, January 22 at Tierra Verde Lake.
- On Monday, January 24, Special Events Staff met with representatives of the Litchfield Park Historical Society to discuss plans for their March 19th Home Tour and the related Vintage Market, which will be set up in the north lot of Litchfield Elementary School from 10am to 4pm that day.
- The Kiwanis Litchfield Park Run benefiting Friends of the Rec is set to take place on February 26. There are currently 106 participants signed up for the race.
- The 8 Tracks put on a high energy performance at our Arts in the Park Concert on Sunday, January 16. The crowd of approximately 800 attendees really enjoyed the music.

Code Enforcement

- Staff opened 4 new cases.

- Staff closed 7 cases that were outstanding.
- Code Enforcement continued collaborating with the Planning Department to locate short-term rentals and were able to locate close to 40 within the City.

City Engineer

Litchfield Square

- Staff continues to attend weekly progress meetings with EPS and Achen-Gardner for overall coordination for completion of engineering, landscape, and utility plans for Litchfield Square.
- Current construction includes utility conduit installation, storm drain system, water system connections, drywell installation, and reconstruction of Litchfield Road.
- Tie-ins to the existing Liberty water system are being completed during the next two weeks.
- Staff has reviewed the 90% phase 2 paving plans.
- Staff reviewed 60% Airline Canal relocation plans.
- Staff is dealing with additional unmarked utilities in Litchfield Road.
- Staff is reviewing phase 2 Park plans.
- Staff is reviewing the breakdown for APS facilities and costs for the new power installation.

Other Items of Interest

- Staff completed review of the revised grading and drainage plans for the Sun Health independent living project and returned comments to the engineer.
- Staff reviewed the revised Camelback Park parking lot plan using grasscrete and sent minor comments to the engineer.
- Staff reviewed the drainage report for the Downtown Storm Drain project.
- Staff prepared a tentative schedule for approvals and development of Litchfield Square Lot 3(Hirth).
- Staff researched and prepared a summary of the history of the City's acquisition of the La Loma hilltop property.
- Staff review and approval of various utility permits for work in the right-of-way.
- Staff is reviewing revised grading and drainage plans for the Sun Health independent living project known as The Orchard.
- Staff is working with Rick Engineering to prepare as-built drawings for the fiberoptic system Zayo installed for the City for future marking of these City-owned facilities in the right-of-way.

Public Works Department

- Sunland Asphalt has completed the replacement of various sidewalk sections throughout the city.
- Public Works and the Liaison for Boy Scout Troop 90 and various Girl Scout Troops are working on scheduling a City Community Service project. The Scout Liaison has suggested painting the remaining orange tree trunks along Old Litchfield Rd north of the golf course.

Human Resource Department

Hiring

- Maintenance Tech: Processing final applicants to fill the positions needed.
- City Engineer: Keith Drunasky has been hired; start date is February 14. Woody Scoutten will stay on with the City on a part-time basis and will be focused only on Litchfield Square projects.
- Site Supervisor: One position hired, four more positions to fill.
- Building Official: Four interviews completed. A tentative job offer was made on February 1st. Mary Dickson will be retiring on March 4th.
- Staff began reaching out to all HOAs in our community to get an updated contact list for the upcoming year. Staff anticipate the full list will be completed and available in the City-wide share by next week.

Finance/Intergov/IT Department

Finance

- Staff along with Avondale PD participated in the Point in Time count and drove through the city looking for anyone experiencing homelessness. The homeless count for Litchfield Park will remain at 0.
- After a routine sales tax inspection by staff, we discovered two businesses were not remitting city sales tax. After contacting ADOR to see what options were available to us, we asked our contract sales tax auditor to audit the two businesses. This resulted in the city receiving \$25,867. The audit cost \$3,500.

Intergov update

- Staff entered into the Request to Speak Legislative system opposing SB1133 that would ban all mail-in elections for cities, towns and schools.
- Staff also entered support for HB2598 and SB1356 that will bring the transportation tax to the voters to extend it another 25 years.
- Staff will continue to monitor bills and participate in the weekly League of Cities & Towns legislative update meetings.

IT Update

- The Caselle cloud migration is scheduled for February 8th. This is the last major migration to the cloud before we can decommission Citrix.
- Staff has scheduled three cyber security trainings through KnowB4 - these are free through our grant.

City Clerk's Department

- Staff processed documents regarding the January 14 Election and recorded with the County.
- Staff attended several demos for agenda management systems.
- Terri receive her MMC Plaque and lapel from IIMC.

Planning Department –

- "The information provided in the December City Managers Report regarding the posting of Design Review Board agendas not in accordance with open meeting laws was incorrect. Agendas were posted in accordance with the law and in a way that served both the Board and the applicants. However, new Staff has begun the process of pivoting to another posting program that is currently used for Council agendas. There have been some issues with that transition that Staff is working to resolve.

- Staff sent out the 60-day notice for this project of a General Plan Amendment to City Council, Planning and Zoning Commission, and Partner Agencies.

Building Department – No Report

Administration

- Staff did the Monthly Litchfield Park Storefront Count for this month. There are currently 101 Business Storefronts in the City.
- I attended the Winter ACMA (Arizona City Manager's Association) conference in Sedona. Frequently discussed issues included:
 - Retaining employees & hiring during an employee market. Options such as increasing vacation/sick leave, employee wellness programs & other employee perks were discussed.
 - Police issues including retirement, training and current political issues with police enforcement were discussed.
- Staff met to discuss the latest parking design for Camelback Park.
- Staff met with American Tower for further discussions on amendments to the tower contract. Luke AFB attended the call and had no concerns with American Tower proposed changes.
- Staff prepared estimates for annual hilltop maintenance once restored. If the Sun Health/City agreement is approved Sun Health would be performing maintenance as part of the agreement. However, staff came up with maintenance costs estimates for comparisons during negotiations.
- Staff prepared the CIP ranking sheets for Council assessment. Once all sheets are received staff will compile the info and send Council the consensus on the ranking.
- City staff had recently applied for a MAG grant for a new street sweeper. The grant was not awarded. However, the sweeper has been approved in MAG end of year closeout funding. Staff will be contacted soon for procurement information. Staff will inform Council as we learn more on the procurement process.
- The revised JLL contract with the Council directed changes has been sent to JLL for review and consideration.
- Litchfield Park library provided 168 free covid tests to the community thru drive-thru pickup. Avondale PD assisted with traffic control.

Respectfully submitted,

Matthew C. Williams

City Manager

City of Litchfield Park, Arizona

Attachment: CM Jan. 2022 (3761 : City Mgr Monthly Report)

**City Council**

214 W. Wigwam Blvd.
Litchfield Park, AZ 85340

Meeting: 02/16/22 07:00 PM
Department: City Clerk
Category: Certificate of Appreciation
Prepared By: Terri Roth
Initiator: Terri Roth
Sponsors:

Attachments:

IDA Certificates of Appreciation (PDF)

CITY OF LITCHFIELD PARK

CERTIFICATE OF APPRECIATION

presented this 16th Day of February, 2022

In recognition of the dedicated service of

MICHAEL FAITH

for your outstanding contribution to the
Industrial Development Authority Board
from February 2015 through December 2021.

Matthew Williams
City Manager



Thomas L. Schoaf
Mayor

CITY OF LITCHFIELD PARK

CERTIFICATE OF APPRECIATION

presented this 16th Day of February, 2022

In recognition of the dedicated service of
TODD KINNEY

for your outstanding contribution to the
Industrial Development Authority Board
from July 2010 through December 2021.

Matthew Williams
City Manager



Thomas L. Schoaf
Mayor

CITY OF LITCHFIELD PARK

CERTIFICATE OF APPRECIATION

presented this 16th Day of February, 2022

In recognition of the dedicated service of

DIANE LANDIS

for your outstanding contribution to the
Industrial Development Authority Board
from March 2016 through December 2021.

Matthew Williams
City Manager



Thomas L. Schoaf
Mayor

CITY OF LITCHFIELD PARK

CERTIFICATE OF APPRECIATION

presented this 16th Day of February, 2022

In recognition of the dedicated service of

JOHN WENZLAU

for your outstanding contribution to the
Industrial Development Authority Board
from July 2004 through December 2021.

Matthew Williams
City Manager



Thomas L. Schoaf
Mayor

**City Council**

214 W. Wigwam Blvd.
Litchfield Park, AZ 85340

Meeting: 02/16/22 07:00 PM
Department: Human Resources
Category: Employee of the Quarter
Prepared By: Terri Roth
Initiator: Susan Slagle
Sponsors:

Attachments:

Employee of the Quarter_4th Quarter 2021 (PDF)

EOQ Council Notice_4th Qtr 2021 (PDF)



In appreciation of your service,
we hereby present to

Raul Rivera

the Employee of the Quarter award recognizing his outstanding quality of
work and public ambassadorship for the quarter ending December 31, 2021.

City of Litchfield Park

This 13th Day of January, 2022

Matthew Williams
City Manager



Thomas L. Schoaf
Mayor



THE CITY OF
Litchfield Park

Employee Appreciation Committee
Employee of the Quarter

Nominees for the 4th Quarter of 2021

Employee	Department	Number of Nominations
Jena Huffman	City Hall	1
Jose Orozco	Public Works	1
Efren Pacheco	Public Works	1
Raul Rivera	Public Works	3
Sami Tellez	Rec Center	1

Employee of the 4th Quarter of 2021:
Raul Rivera

The employee of the quarter receives eight hours of vacation leave.

**City Council**

214 W. Wigwam Blvd.
Litchfield Park, AZ 85340

Meeting: 02/16/22 07:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Terri Roth
Initiator: Terri Roth
Sponsors:

Attachments:
Proclamation (PDF)



CITY OF LITCHFIELD PARK P R O C L A M A T I O N



WHEREAS, the School Breakfast Program has served our nation admirably since it was permanently established in 1975; and

WHEREAS, the School Breakfast Program is dedicated to the health and well-being of our nation's children; and

WHEREAS, the School Breakfast Program joins and has been joined through the years by many other excellent child nutrition programs; and

WHEREAS, there is evidence of continued need for nutrition education and awareness of the value of school nutrition programs

NOW, THEREFORE, I, Thomas L. Schoaf, Mayor of the City of Litchfield Park, Arizona, do hereby proclaim the week of March 7 through 11, 2022, as

"NATIONAL SCHOOL BREAKFAST WEEK IN LITCHFIELD PARK, ARIZONA"

and I encourage all residents to become aware and concerned about their children's and their own nutrition habits, in hope, of achieving a more healthful citizenry for today and the future.

Dated this 2nd day of February, 2022.

City of Litchfield Park


Thomas L. Schoaf, Mayor

Attest:


Terri Roth, MMC, CPT, City Clerk



Meeting: 02/16/22 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Terri Roth
Initiator: Terri Roth
Sponsors:



City Council

214 W. Wigwam Blvd.
Litchfield Park, AZ 85340

Attachments:

IIMC Letter of Award (PDF)

MMC Plaque (PDF)



International Institute of Municipal Clerks

Professionalism in Local Government

January 5, 2022

Dear Terri Roth, MMC:

On behalf of the Board of Directors, it is my pleasure to inform you that you have been awarded the International Institute of Municipal Clerks' designation of Master Municipal Clerk. Included in this package is your hard-earned MMC certificate, as well as your MMC lapel pin. We know you will wear it proudly.

IIMC grants the MMC designation only to those Municipal Clerks who complete demanding education requirements; and who have a record of significant contributions to their local government, their community and state.

In light of the speed and drastic nature of change these days, lifelong learning is not only desirable, it is necessary for all in local government to keep pace with growing demands and changing needs of the citizens we serve. We applaud your educational accomplishments and achievement of this milestone and congratulate you on your personal pursuit of professional excellence.

Sincerely,

Sheri L. Pierce, MMC
IIMC President

Attachment: IIMC Letter of Award (3751 : M M C - Terri Roth)



Hereby Confers The Designation of

Master Municipal Clerk

Upon

Terri Roth, MMC

In Fulfillment Of Requirements Prescribed By The
International Institute Of Municipal Clerks.

Certified This 5 Day Of January A.D. 2022

Sherril L. Pierce
IIMC President

Chris Shally
IIMC Director of Education



City Council

214 W. Wigwam Blvd.
Litchfield Park, AZ 85340

Meeting: 02/16/22 07:00 PM
Department: Public Safety
Category: Report
Prepared By: Terri Roth
Initiator: Chief Paul Luizzi
Sponsors:

**GOODYEAR FIRE
January 2022**

REPORT DETAIL ATTACHED

Attachments:
GYFD Jan. 2022 (PDF)



Incident Number	Apparatus ID	Incident Date	Arrival Time	Property Use	Incident Type	Address
FIRES	2					
22004312	E183	1/3/2022	18:43:59	419 - Residential	1622 - Outside BBQ Fire	14700 Block of W LUNA Circle South
22005937	E183	1/4/2022	18:46:16	419 - Residential	1622 - Outside BBQ Fire	400 Block of S OTERO Circle
EMS	59					
22001864	E183	1/2/2022	7:28:44	419 - Residential	3211 - EMS Code	13700 Block of W SARANO Terrace
22009043	L174	1/6/2022	16:26:41	311 - Nursing home	3211 - EMS Code	14200 Block of W DENNY Boulevard
22013211	E183	1/9/2022	8:15:38	419 - Residential	3211 - EMS Code	14200 Block of W VILLAGE Parkway
22015796	L174	1/10/2022	20:47:43	419 - Residential	3211 - EMS Code	1100 Block of N VILLA NUEVA Drive
22025520	E183	1/16/2022	21:22:55	419 - Residential	3211 - EMS Code	700 Block of W MESQUITE Lane
22036192	E183	1/23/2022	16:46:43	960 - Street, other	3211 - EMS Code	North LA LOMA Avenue
22004452	E183	1/3/2022	20:34:01	161 - Restaurant	3212 - ALS EMS Call	4800 Block of N DYSART Road
22006663	E183	1/5/2022	7:56:13	342 - Doctor	3212 - ALS EMS Call	14000 Block of W CAMELBACK Road
22009613	E183	1/6/2022	23:29:27	419 - Residential	3212 - ALS EMS Call	13800 Block of W BLOSSOM Way
22009717	L174	1/7/2022	2:04:17	419 - Residential	3212 - ALS EMS Call	700 Block of VAL VERDE Circle East
22014179	L174	1/9/2022	20:21:56	419 - Residential	3212 - ALS EMS Call	200 Block of N FLORENCE Avenue
22014310	E183	1/9/2022	22:36:45	419 - Residential	3212 - ALS EMS Call	200 Block of W MAYA Drive
22017735	E183	1/12/2022	5:16:09	419 - Residential	3212 - ALS EMS Call	4900 Block of N GREENTREE Drive West
22018550	L174	1/12/2022	15:21:04	459 - Assisted Living	3212 - ALS EMS Call	12900 Block of W LAS CRUCES Drive
22019477	L174	1/13/2022	6:56:12	419 - Residential	3212 - ALS EMS Call	500 Block of E CASCADA Road
22020271	L174	1/13/2022	15:26:33	459 - Assisted Living	3212 - ALS EMS Call	12900 Block of W LAS CRUCES Drive
22022691	E183	1/15/2022	3:12:09	419 - Residential	3212 - ALS EMS Call	500 Block of REDONDO Drive North
22023441	E183	1/15/2022	14:52:52	459 - Assisted Living	3212 - ALS EMS Call	14200 Block of W DENNY Boulevard
22027613	L174	1/18/2022	9:04:26	459 - Assisted Living	3212 - ALS EMS Call	12900 Block of W LAS CRUCES Drive
22027730	E175	1/18/2022	10:29:00	419 - Residential	3212 - ALS EMS Call	900 Block of W ORCHARD Lane
22028218	E183	1/18/2022	16:07:46	419 - Residential	3212 - ALS EMS Call	900 Block of W ORCHARD Lane
22028930	E183	1/19/2022	3:17:46	429 - Apartment / Condo	3212 - ALS EMS Call	100 Block of BAHIA Lane West
22029875	E183	1/19/2022	16:25:02	419 - Residential	3212 - ALS EMS Call	400 Block of REDONDO Drive South
22031217	L174	1/20/2022	13:02:42	459 - Assisted Living	3212 - ALS EMS Call	14100 Block of W DENNY Boulevard
22031688	E183	1/20/2022	17:40:08	311 - Nursing home	3212 - ALS EMS Call	14200 Block of W DENNY Boulevard
22031768	E183	1/20/2022	18:43:05	459 - Assisted Living	3212 - ALS EMS Call	12900 Block of W LAS CRUCES Drive
22034133	E183	1/22/2022	10:02:21	311 - Nursing home	3212 - ALS EMS Call	13800 Block of W BLOSSOM Way
22034329	E185	1/22/2022	12:32:21	419 - Residential	3212 - ALS EMS Call	900 Block of W ORCHARD Lane
22034974	E183	1/22/2022	20:35:39	419 - Residential	3212 - ALS EMS Call	700 Block of W SYCAMORE Court
22036356	E183	1/23/2022	18:51:22	419 - Residential	3212 - ALS EMS Call	50 Block of N PARKVIEW Lane
22037590	E183	1/24/2022	14:56:03	459 - Assisted Living	3212 - ALS EMS Call	12900 Block of W LAS CRUCES Drive
22038086	L174	1/24/2022	20:57:03	419 - Residential	3212 - ALS EMS Call	1000 Block of N SIERRA HERMOSA Drive
22038862	E183	1/25/2022	11:46:07	419 - Residential	3212 - ALS EMS Call	200 Block of S OLD LITCHFIELD Road
22040240	E183	1/26/2022	8:34:56	419 - Residential	3212 - ALS EMS Call	13800 Block of W SARANO Terrace
22042591	E183	1/27/2022	17:41:15	429 - Apartment / Condo	3212 - ALS EMS Call	14100 Block of W DENNY Boulevard
22043700	L174	1/28/2022	12:15:20	459 - Assisted Living	3212 - ALS EMS Call	12900 Block of W LAS CRUCES Drive
22046653	E183	1/30/2022	10:37:38	459 - Assisted Living	3212 - ALS EMS Call	12900 Block of W LAS CRUCES Drive
22046799	E183	1/30/2022	12:38:48	419 - Residential	3212 - ALS EMS Call	300 Block of N CLAY



Incident Number	Apparatus ID	Incident Date	Arrival Time	Property Use	Incident Type	Address
22048022	L174	1/31/2022	8:14:12	519 - Grocery	3212 - ALS EMS Call	13000 Block of W INDIAN SCHOOL Road
22048664	E183	1/31/2022	16:03:25	459 - Assisted Living	3212 - ALS EMS Call	14100 Block of W DENNY Boulevard
22003419	E185	1/3/2022	9:09:34	419 - Residential	3213 - BLS EMS Call	300 Block of W LUCHANA Drive
22006053	L174	1/4/2022	20:16:00	500 - Mercantile	3213 - BLS EMS Call	12300 Block of W CAMELBACK Road
22006163	E183	1/4/2022	21:36:33	962 - Street, Residential	3213 - BLS EMS Call	South DESERT Avenue
22008250	L174	1/6/2022	7:07:26	419 - Residential	3213 - BLS EMS Call	1100 Block of E ACACIA Circle
22012191	E185	1/8/2022	15:24:28	419 - Residential	3213 - BLS EMS Call	4600 Block of N ALDEA Road West
22017858	L174	1/12/2022	8:02:25	459 - Assisted Living	3213 - BLS EMS Call	12900 Block of W LAS CRUCES Drive
22018509	L174	1/12/2022	15:00:53	459 - Assisted Living	3213 - BLS EMS Call	12900 Block of W LAS CRUCES Drive
22019424	L174	1/13/2022	5:30:33	459 - Assisted Living	3213 - BLS EMS Call	12900 Block of W LAS CRUCES Drive
22019540	E183	1/13/2022	7:59:27	459 - Assisted Living	3213 - BLS EMS Call	14200 Block of W DENNY Boulevard
22021131	E183	1/14/2022	6:05:10	419 - Residential	3213 - BLS EMS Call	14800 Block of W ALDEA Circle
22025568	E171	1/16/2022	22:14:26	419 - Residential	3213 - BLS EMS Call	1000 Block of N SIERRA HERMOSA Drive
22026552	E183	1/17/2022	15:20:37	400 - Residential, other	3213 - BLS EMS Call	14100 Block of W GREEN HOLLOW Terra
22032965	L174	1/21/2022	14:25:00	459 - Assisted Living	3213 - BLS EMS Call	12900 Block of W LAS CRUCES Drive
22035055	L174	1/22/2022	21:36:00	419 - Residential	3213 - BLS EMS Call	300 Block of ANCORA Drive North
22044076	E183	1/28/2022	16:10:12	419 - Residential	3213 - BLS EMS Call	300 Block of W LUCHANA Drive
22048533	L174	1/31/2022	14:34:07	419 - Residential	3213 - BLS EMS Call	600 Block of N OLD LITCHFIELD Road
22006108	E183	1/4/2022	20:48:34	962 - Street, Residential	3223 - ALS 962	South DESERT Avenue
22015306	E183	1/10/2022	14:57:58	960 - Street, other	3223 - ALS 962	West CAMELBACK Road
22022070	E321	1/14/2022	17:23:21	962 - Street, Residential	3223 - ALS 962	4800 Block of N DYSART Road
GOOD INTENT		7				
22002269	E183	1/2/2022		429 - Apartment / Condo	611 - Cancelled - En Route	14100 Block of W DENNY Boulevard
22002569	E183	1/2/2022		429 - Apartment / Condo	611 - Cancelled - En Route	14100 Block of W DENNY Boulevard
22003729	E183	1/3/2022		429 - Apartment / Condo	611 - Cancelled - En Route	14100 Block of W DENNY Boulevard
22024265	E183	1/16/2022		419 - Residential	611 - Cancelled - En Route	100 Block of N FLORENCE Avenue
22041719	L174	1/27/2022	6:14:45	161 - Restaurant	611 - Cancelled - En Route	4900 Block of N DYSART Road
22048051	E183	1/31/2022		419 - Residential	611 - Cancelled - En Route	500 Block of N JASMINE Way
22020175	E185	1/13/2022	14:31:41	419 - Residential	6111 - Cancelled - On scene	14000 Block of W CAMELBACK Road
FALSE ALARMS		10				
22005247	L174	1/4/2022	11:27:00	161 - Restaurant	735 - Alarm malfunction	4900 Block of N DYSART Road
22006831	E54	1/5/2022	10:05:56	161 - Restaurant	735 - Alarm malfunction	4900 Block of N DYSART Road
22007923	L174	1/5/2022	22:27:35	161 - Restaurant	735 - Alarm malfunction	4900 Block of N DYSART Road
22008361	E183	1/6/2022	8:57:58	419 - Residential	735 - Alarm malfunction	13800 Block of W BLOOMINGTON Street
22010058	E175	1/7/2022	9:23:05	419 - Residential	735 - Alarm malfunction	13801 Block of W BLOOMINGTON Street
22011540	E183	1/8/2022	5:17:05	340 - Clinics	735 - Alarm malfunction	14000 Block of W CAMELBACK Road
22015544	E183	1/10/2022	17:36:00	311 - Nursing home	735 - Alarm malfunction	14200 Block of W DENNY Boulevard
22020590	E183	1/13/2022	18:33:17	419 - Residential	735 - Alarm malfunction	14700 Block of W ESCONDIDO Drive N
22027127	L174	1/17/2022	22:27:39	161 - Restaurant	735 - Alarm malfunction	4900 Block of N DYSART Road
22043374	E183	1/28/2022	8:34:12	419 - Residential	735 - Alarm malfunction	900 Block of W ELM Street
78	TOTAL RESPONSES					



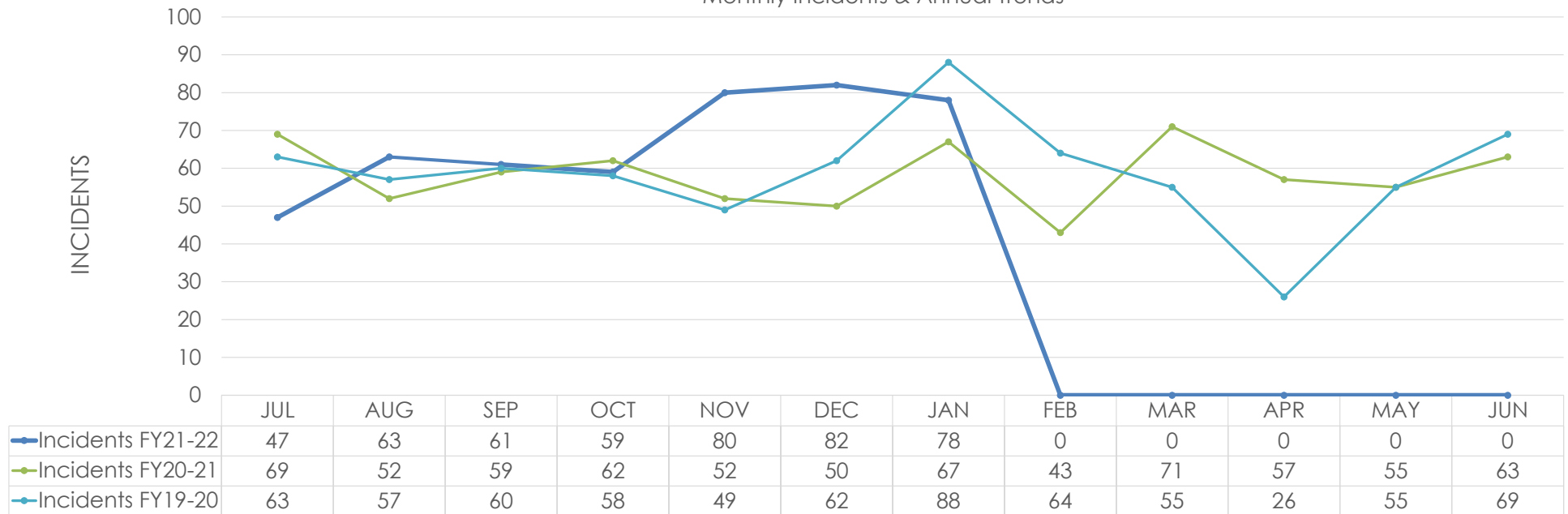
Incident Number	Apparatus ID	Incident Date	Arrival Time	Property Use	Incident Type	Address
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Apparatus	Station Location	Jurisdiction
E171	101 S. 5th Street	City of Avondale
L174	3200 N.Dysart Rd.	City of Avondale
E175	12700 W.Van Buren St.	City of Avondale
E181	450 N.143rd Ave	City of Goodyear
E183	3075 N. Litchfield Rd.	City of Goodyear
E185	15875 W. Clubhouse Dr.	City of Goodyear
E321	4715 N. 189th Ave.	Buckeye Valley Fire District
E54	9820 W Campbell Ave.	City of Phoenix

City of Litchfield Park
FY21-22 Monthly Incident Reporting

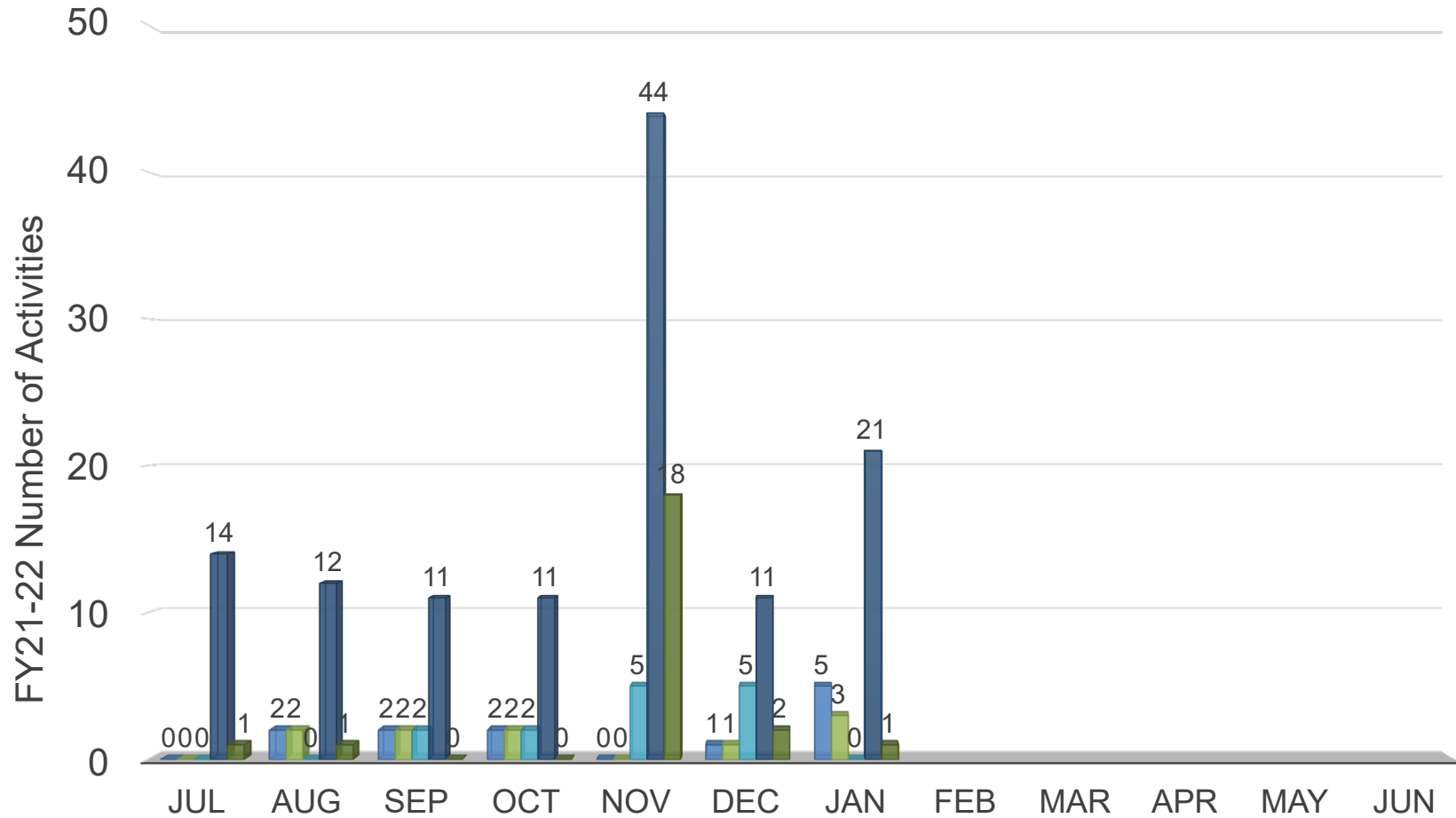
Incident Types	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total YTD	Annual Trend
100 - All Fires	1	2	0	0	0	1	2	0	0	0	0	0	6	10
200 - Explosion	0	0	0	0	0	0	0	0	0	0	0	0	0	0
300 - EMS	40	49	57	48	76	76	59	0	0	0	0	0	405	694
400 - Hazardous Conditions	0	0	0	1	0	0	0	0	0	0	0	0	1	2
500 - Calls for Service	2	2	1	3	1	2	0	0	0	0	0	0	11	19
600 - Good Intent	2	4	2	4	1	1	7	0	0	0	0	0	21	36
700 - False Alarm/False Calls	2	6	1	3	2	2	10	0	0	0	0	0	26	45
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 FY21-22	47	63	61	59	80	82	78	0	0	0	0	0	470	806
Incidents FY20-21	69	52	59	62	52	50	67	43	71	57	55	63	700	700
Incidents FY19-20	63	57	60	58	49	62	88	64	55	26	55	69	706	706
Incidents Increase/Decrease	-22	11	2	-3	28	32	11							
Percentage Increase/Decrease	32%	21%	3%	5%	54%	64%	16%							

Monthly Incidents & Annual Trends

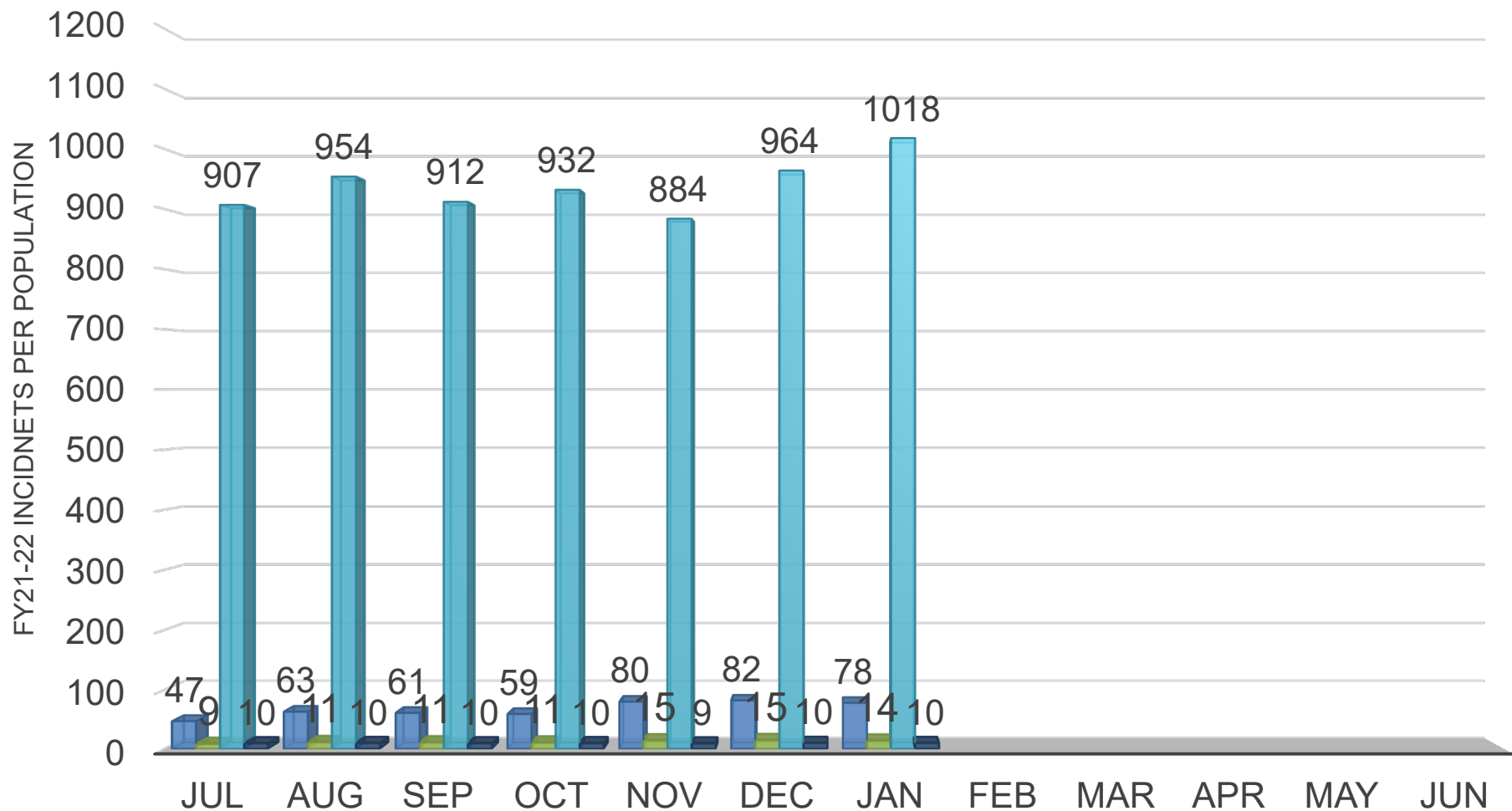


Attachment: GYFD Jan. 2022 (3758 : G Y F D)

City of Litchfield Park
Fire Prevention and Development Services



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Plan Reviews	0	2	2	2	0	1	5					
Construction Permits	0	2	2	2	0	1	3					
Construction Inspections	0	0	2	2	5	5	0					
Occupancy Inspections	14	12	11	11	44	11	21					
Special Events	1	1	0	0	18	2	1					



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Litchfield Park	47	63	61	59	80	82	78					
Incidents per 1000 pop.	9	11	11	11	15	15	14					
Goodyear	907	954	912	932	884	964	1018					
Incidents per 1000 pop.	10	10	10	10	9	10	10					

■ Litchfield Park
 ■ Incidents per 1000 pop.
 ■ Goodyear
 ■ Incidents per 1000 pop.

**City Council**

214 W. Wigwam Blvd.
Litchfield Park, AZ 85340

Meeting: 02/16/22 07:00 PM
Department: Public Safety
Category: Report
Prepared By: Terri Roth
Initiator: Chief Espinoza
Sponsors:

**AVONDALE POLICE DEPARTMENT
January 2022**

REPORT DETAIL ATTACHED

Attachments:
Avondale Jan. 2022 (PDF)



The City of Litchfield
Park
DISCOVER THE PARK
Law Enforcement Report
January 2022

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 the laws enforcement services. This report reflects the monthly activity along with comparison of the previous months' activity. A call for service or law enforcement activity does not always generate a written document by 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 the report which documents any significant or notable incidents which have occurred.

Criminal/Traffic Activity

Activity Type	January 2022	Feb 2022	March 2022	April 2022	May 2022	June 2022
Homicide	0					
Aggravated Assault	0					
Assault	0					
Adult Abuse	0					
Child Crime	0					
Arson/Suspicious Fire	0					
Robbery	1					
Commercial Burglary	1					
Residential Burglary	1					
Vehicle Burglary	0					
Criminal Trespassing	0					
Theft	4					
Fraud	5					
Shoplifting	0					
Stolen Vehicle	1					
Disorderly Conduct	1					
Criminal Damage	8					
DUI	1					
Drug Offense	0					
Accidents	6					
Traffic Offenses (Traffic Stops)	29					
Traffic Warnings*	15					
Citations Issued*	12					
Parking Problem	18					
Wanted Person Arrest	0					

*Traffic Warnings are dispositions from traffic stops and can be verbal or written warnings.

*Citations are combined from accidents, traffic stops and parking problems.

*Both traffic warnings and citations are not included in the number for "Total Calls Tracked" section.

Attachment: Avondale Jan. 2022 (3762 : Avondale PD)



Law Enforcement Report
December 2021
 Provided by the Avondale Police Department

Police & Community Assist Activity

Activity Type	Jan 2022	Feb 2022	March 2022	April 2022	May 2022	June 2022
Fight/Mutual Combat	0					
Citizen Dispute	6					
Family Fights	0					
Harassment/Stalking	0					
Threats/Threatening	2					
Found/Lost Property	2					
Trespassing Warnings	0					
Stolen Vehicle Recovery	0					
Stolen License Plate Recovery	1					
Recovered Stolen Property	0					
Animal Problem/Concern	4					
Juvenile Disturbance	0					
Runaway/Endangered Juvenile	0					
Missing/Endangered Person	0					
Recovered Person/Juvenile	0					
Noise Disturbance	3					
Suspicious Activity Person	5					
Suspicious Circumstance	15					
Suspicious Activity Vehicle	10					
Citizen Assist	14					
Abandoned Vehicle	0					
City Code Violation	3					
911 Hang Ups	2					
Commercial Alarms	7					
Residential Alarms	8					
Civil Matter	0					
School Zone Details	15					
Speed Zone Details	11					
Natural Death of Person	4					
Suicide	0					
Suicidal Person/Threats	1					
Unsecured Premises Checks	1					
Patrol Vacation Watch	2					
Welfare Checks	11					

Attachment: Avondale Jan. 2022 (3762 : Avondale PD)

Business Checks	8
Fireworks	1
Mental Issue	0
Agency Assist	8
TOTAL CALLS TRACKED	220
Community Contacts	31
FLOCK Alerts	8
FLOCK contacts	1

FLOCK information:

Alerts:

During the month of January 2022, 8 FLOCK alerts were received and 1 of the vehicles was located.

Alert: Stolen Vehicle Alert: 1 activation (01/02/2022). Vehicle not located.

Alert: Wanted Person Alert: 1 activation (01/05/2022). Vehicle not located.

Alert: Stolen License Plate Alert: 1 activation (01/15/2022). Vehicle located and found to be driven by legal owner who had not called police to remove her plate from stolen status.

Alert: Missing Person Alert: 2 activations (01/23/2022). Vehicle not located.

Alert: Stolen Vehicle Alert: 3 activations on 01/25/2022). Vehicle not located.

Notable Flock Incidents:

On 01/15/22 at 1433 hours, a FLOCK alert for a stolen license plate was received in the area of Old Litchfield Road and Indian School Road. Officer Carrillo was able to locate the vehicle and contacted the registered owner, where it was found her plate had been previously reported stolen, received a replacement one with the same numbers but did not call police to remove it as stolen. The plate was removed from NCIC as stolen.

Notable Incidents:

DR 2200508- Commercial Burglaries: On 01/04/2022 at approximately 0303 hours, an officer was conducting a patrol of the Albertson's plaza when he observed a suspicious male carrying various items in his arms which the male then dropped and fled. The officer then investigated this activity and found that China Red Café and Teacup Boba shop had been burglarized by the male who fled. Approximately \$2,000 in currency was stolen from the Teacup Boba shop, however several items to include a cashbox, cash register and miscellaneous restaurant tools were recovered. Damages to two broken windows and a cash register were believed to be \$9,500. No suspect information, evidence or leads exist in this matter.

DR 2202322- DUI: On 01/14/22 at 1711 hours, officers responded to the area of 4865 N Dysart Road for a report of a vehicle accident. During investigation, a single vehicle with a driver was found and the driver was found to be impaired. The male was transported by ground ambulance for non-life threatening injuries and had blood drawn which will be sent to the crime lab for analysis. It was also found that during this incident the driver struck another vehicle, shrubbery and signage belonging to the City of Litchfield Park. Charges are pending blood analysis.

DR 2202795- Theft of vehicle: On 01/17/22 at approximately 1350 hours, officers responded to the Fry's located at 13730 W Camelback Road after the victim reported his vehicle stolen. During investigation it was found the victim had dropped his keys while shopping and as a result unknown suspect(s) recovered them, found the victim's truck and stole it. The truck was recovered on 01/20/22 in south Avondale with some property removed and the owner took possession of the truck.

DR 2204964- Armed Robbery: On 01/29/22 at approximately 1119 hours, officers responded to an armed robbery at the Albertson's located at 12970 W Indian School Road where a male had passed a note to employee advising he had a weapon and demanded money. The suspect fled with \$389 in currency. Minutes later the same suspect robbed another business in Avondale and was apprehended by AVPD. The suspect was arrested for the Litchfield Park armed robbery as well as armed robberies he perpetrated in Avondale, Glendale and Maricopa County.

Attachment: Avondale Jan. 2022 (3762 : Avondale PD)

**City Council**

214 W. Wigwam Blvd.
Litchfield Park, AZ 85340

Meeting: 02/16/22 07:00 PM
Department: Finance
Category: Report
Prepared By: Terri Roth
Initiator: Paige Peterson
Sponsors:

**FINANCE
January 2022**

REPORT DETAIL ATTACHED

Attachments:

2022_2 Financial Report_Memo (PDF)
Jan 2022 Finance Summary for Feb 2022 meeting (PDF)
Jan 2022 Sales Tax Summary for Feb 2022 meeting (PDF)



CITY COUNCIL COMMUNICATION

*Financial Report FY22
through January*

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Paige Peterson, Assistant City Manager / Finance Director
Through: Matthew Williams, City Manager
Meeting Date: February 16, 2022

Financial Report

This financial report is a summary of seven months of Fiscal Year 2022 (July 1, 2021, through January 31, 2022). 59% of the year has elapsed so that will be used as a benchmark to compare revenues and expenses to budget estimates.

Supporting schedules are attached.

General Fund

In summary, the net operating result of the general fund was \$2,184,244. Revenue received by January totaled \$7.4 million, which is 71% of budget estimates of \$10.4 million. Operating expenditures in the General Fund were 51% of the budget totaling \$5.2 million.

Taxes received (net of construction sales tax) were \$5.5 million, which is 77% of the budget estimate. A detailed sales tax revenue report is included in the second attachment following this narrative. The report shows the fiscal year to date tax reporting is 20% higher than last fiscal year.

State shared revenue totaled \$1,179,959 through January which is 63% of budget estimates. Recreation Services revenue was \$283,118 which is 65% of budget estimates. Special Events revenue collected through December is \$109,373 which is 35% of budget estimates. Revenue will increase in the coming months as more events take place. Licenses and permits totaled \$237,260 which is 60% of budget estimates. Fines received were \$22,227 which is 64% of the \$35,000 budgeted. Investment earnings totaled \$2,122 which is only 25% of estimates because interest rates are still historically low.

Most of the departments' expenditures to date were at or under 59%, except for Council & Commission, Budget & Finance, Information Technology, and the Debt Service. The Council & Commission and Information Technology Departments had expenditures that occurred in the beginning of the fiscal year such as dues, memberships and subscriptions. Budget and Finance has paid for two one-time large expenses: the annual financial audit and the annual business license DocuSign package. Information Technology had a change in contracted services after the

budget was adopted, so the contracted services for the year are higher than what we had originally budgeted. As the year progresses, we will be asking Council to authorize us to use budgeted contingency authority for the Information Technology Department. The debt service fund is at 89% because the first principal payment was made on July 1st. We made our first payment on the Litchfield Square bond in the amount of \$119,233.

Construction Sales Tax received to date was \$1,440,413 which is 341% of the budget estimate of \$422,000. This is a 30% increase over the same time period last year. There is more construction activity occurring than we originally anticipated. We have spent \$985,306 on capital projects so far this year excluding Litchfield Square. Litchfield Square activities will be reported separate from the general fund.

We received our first half of the American Rescue Funds payment in the amount of \$1,074,748. This is restricted federal revenue that can only be used for specific purposes. We will receive our second half in Fiscal Year 2023. The funds must be spent by 2025.

The General Fund balance increased by \$2,336,651 since July 1, bringing the total fund balance to \$17,880,173 as of January 31, 2022. During the annual audit, we made a prior period adjustment in the amount of \$341K to account for the refund in construction sales tax that was paid to the city in error during years prior to FY2021. This changed the beginning fund balance from \$15.8M to \$15.5M.

Recreation Services and Special Events Cost Recovery

Recreation services revenue totaled \$283,118 and expenditures totaled \$409,440 for a 69% cost recovery.

Special events have begun, and revenues so far are \$109,373 and expenses are \$184,202 for a 59% cost recovery.

Special Revenue Funds

The Highway Users Revenue (HURF) through January 31st totaled \$272,104 which is 64% of budget estimates. So far \$24,776 was spent on street maintenance and \$73,391 on capital projects. The HURF fund has \$1,313,328 remaining in accumulated fund balance as of January 31, 2022.

The Litchfield Square Capital Project fund has received bond proceeds in the amount of \$15M. So far, we have spent \$4.6M. The general fund contribution to this project so far is \$1.9M.

Street Light District (SLID) assessment revenues were \$132,647 and expenditures \$133,620. Fiscal Year 2022 assessments are collected in conjunction with the Maricopa County Treasurer's

property tax bill which is due October 1 and March 1.

The Court Enhancement fund can now be used to pay for general court personnel and operating costs. We charged \$53,223 for court personnel and operating costs which is 53% of the fund's budget. The ending fund balance as of January 31st is \$130,006. We will continue to charge a portion of the court personnel and operating costs through the end of the fiscal year. The fund must keep a minimum reserve balance of \$50,000 per City ordinance.

Fund Balance Summary and Reserve balance

The total *estimated* Citywide fund balance as of January 31, 2022, is \$31.66 million. Of that, \$1.45 million is restricted for HURF, SLIDs, and Court Enhancement and \$12.3M is restricted for Litchfield Square. This leaves \$17.8M in the General Fund. The Fund balance detail and reserve detail are indicated in the table below:

City of Litchfield Park			
Fund Balance Summary - Unaudited Budgetary Basis			
For the Month Ended January 31, 2022 - 59% of the year elapsed			
	General Fund	Special Revenue	Total
FY22 Year to Date			
Fund Balance 7/1/21	\$ 15,543,522	1,335,791	\$ 16,879,313
Operating Result	2,184,244	12,449,980	14,634,224
One-time Revenue Over Capital Uses	152,407	-	152,407
Ending Balance	<u>\$ 17,880,173</u>	<u>\$ 13,785,771</u>	<u>\$ 31,665,945</u>
Ending Fund Balance Detail			
Minimum Balance (15%)	\$ 1,540,000		
Stabilization Reserve (35%)	3,580,000		
Unassigned Fund Balance	12,760,173		
Total Fund Balance	<u>\$ 17,880,173</u>		
Number of Months of General Fund Operating Expenditures			
Total Ending Balance	21.0		

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:

- 1 - Financial Summary Schedules
- 2 – Sales Tax Revenue Summary

City of Litchfield Park
General Fund - Unaudited Budgetary Basis
Summary of Revenues and Expenditures
For the Month Ended January 31, 2022 - 59% of the year elapsed

Revenue	FY22 Actual	FY22 Budget	% of Budget
Local Taxes	\$ 5,547,038	\$ 7,208,250	77%
State Shared Revenue	1,179,959	1,876,462	63%
Licenses and Permits	237,260	392,500	60%
Recreation Charges for Services	283,118	432,828	65%
Special Events Revenue	109,373	312,700	35%
Fines	22,227	35,000	64%
Interest Income	2,122	8,400	25%
Miscellaneous	33,810	105,221	32%
Total Revenue	\$ 7,414,907	\$ 10,371,361	71%

Operating Expenditures by Department

City Manager	\$ 195,776	\$ 567,827	34%
Council & Commission	24,231	31,736	76%
City Clerk	174,084	303,387	57%
City Attorney	47,726	150,000	32%
Budget & Finance	233,918	382,894	61%
Information Technology	131,213	155,891	84%
Human Resources	156,976	312,670	50%
Building Safety	109,080	209,310	52%
Code Enforcement	35,121	75,454	47%
Planning Services	135,540	239,921	56%
Engineering Services	143,248	279,879	51%
Magistrate Court	59,972	101,067	59%
Public Safety	1,298,871	2,367,644	55%
Public Works	1,458,348	2,721,998	54%
Recreation Services	409,440	810,196	51%
Community Services	20,138	77,311	26%
Special Events	184,202	345,792	53%
Debt Service	293,546	329,691	89%
Debt Service - City Center	119,233	775,000	15%
Total	\$ 5,230,663	\$ 10,237,668	51%

Net General Fund Operations	\$ 2,184,244	\$ 133,693	
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One time sources (uses)

Construction Sales Tax	\$ 1,440,413	\$ 422,000	341%
One-Time ARPA funds	\$ 1,074,748	\$ 806,061	133%
Transfers In	-	-	
Capital Expenditures	(985,306)	(5,031,500)	20%
Transfers Out to Litchfield Square C	(1,377,447)	(4,000,000)	34%
Total One-time sources (uses)	\$ 152,407	\$ (7,803,439)	

Ending Balance

Net Change in Fund Balance	\$ 2,336,651	\$ (7,669,746)	
Fund Balance - Beginning	15,543,522	8,918,713	
Fund Balance - Ending	\$ 17,880,173	\$ 1,248,967	

Recreation Services
Cost Center Trend Analysis
For the Month Ended January 31, 2022 - 59% of the year elapsed

	FY21	FY21	% Thru	FY22	FY22	% of FY22
	Thru Jan	Total	Jan FY21	Thru Jan	Budget	Budget
RECREATION SERVICES						
Recreation Center						
Revenue	\$ 23,825	\$ 55,962	43%	\$ 50,613	\$ 65,660	77%
Expenditures	87,683	166,730	53%	138,910	257,950	54%
Net Revenue Over (Under)	<u>\$ (63,858)</u>	<u>\$ (110,768)</u>		<u>\$ (88,297)</u>	<u>\$ (192,290)</u>	
% Cost Recovery	27%	34%		36%	25%	
Preschool						
Revenue	\$ 6,032	\$ 34,717	17%	\$ 71,914	\$ 128,912	56%
Expenditures	51,280	88,223	58%	61,019	108,336	56%
Net Revenue Over (Under)	<u>\$ (45,249)</u>	<u>\$ (53,506)</u>		<u>\$ 10,895</u>	<u>\$ 20,576</u>	
% Cost Recovery	12%	39%		118%	119%	
Aquatics						
Revenue	\$ 230	\$ 47,352	0%	\$ 46,665	\$ 110,450	42%
Expenditures	85,576	212,496	40%	101,448	213,480	48%
Net Revenue Over (Under)	<u>\$ (85,346)</u>	<u>\$ (165,144)</u>		<u>\$ (54,783)</u>	<u>\$ (103,030)</u>	
% Cost Recovery	0%	22%		46%	52%	
Sports						
Revenue	\$ 36,411	\$ 87,878	41%	\$ 113,926	\$ 127,806	89%
Expenditures	76,658	163,246	47%	108,062	230,430	47%
Net Revenue Over (Under)	<u>\$ (40,247)</u>	<u>\$ (75,368)</u>		<u>\$ 5,864</u>	<u>\$ (102,624)</u>	
% Cost Recovery	47%	54%		105%	55%	
TOTAL RECREATION SERVICES						
Revenue	\$ 66,498	\$ 225,909	29%	\$ 283,118	\$ 432,828	65%
Expenditures	<u>\$ 301,197</u>	<u>\$ 630,695</u>	48%	<u>409,439</u>	<u>810,196</u>	51%
Net Revenue Over (Under)	<u>\$ (234,699)</u>	<u>\$ (404,786)</u>		<u>\$ (126,322)</u>	<u>\$ (377,368)</u>	
% Cost Recovery	22%	36%		69%	53%	
SPECIAL EVENTS						
Revenue	\$ 77,176	\$ 254,335	30%	\$ 109,373	\$ 312,200	35%
Expenditures	<u>\$ 156,258</u>	<u>302,435</u>	52%	<u>\$ 184,202</u>	<u>\$ 345,792</u>	53%
Net Revenue Over (Under)	<u>\$ (79,082)</u>	<u>\$ (48,100)</u>		<u>\$ (74,828)</u>	<u>\$ (33,592)</u>	
% Cost Recovery	49%	84%		59%	90%	

Attachment: Jan 2022 Finance Summary for Feb 2022 meeting (3760 : Finance)

Special Events Detail	FY21 Thru Jan	FY21 Total		FY22 Thru Jan	FY22 Budget	% of FY22 Budget
Oktoberfest						
Revenue	\$ 2,805	\$ 2,805	100%	\$ 10,430	\$ 15,000	70%
Expenditures	1,443	1,443	100%	5,476	5,210	105%
Net Revenue Over (Under)	<u>\$ 1,362</u>	<u>\$ 1,362</u>		<u>\$ 4,954</u>	<u>\$ 9,790</u>	
Fall Arts in the Park						
Revenue	\$ 27,836	\$ 74,434	37%	\$ 51,986	\$ 90,000	58%
Expenditures	21,864	36,364	60%	54,213	60,000	90%
Net Revenue Over (Under)	<u>\$ 5,972</u>	<u>\$ 38,070</u>		<u>\$ (2,227)</u>	<u>\$ 30,000</u>	
Christmas in the Park						
Revenue	\$ 25,490	\$ 25,840	99%	\$ 22,195	\$ 29,500	75%
Expenditures	18,377	19,378	95%	22,295	26,770	83%
Net Revenue Over (Under)	<u>\$ 7,113</u>	<u>\$ 6,462</u>		<u>\$ (100)</u>	<u>\$ 2,730</u>	
Native American Arts Festival						
Revenue	\$ 16,857	\$ 27,857	61%	\$ 21,473	\$ 43,000	50%
Expenditures	21,204	30,127	70%	38,413	40,050	96%
Net Revenue Over (Under)	<u>\$ (4,347)</u>	<u>\$ (2,270)</u>		<u>\$ (16,940)</u>	<u>\$ 2,950</u>	
Trout Derby						
Revenue	\$ 573	\$ 7,941	7%	\$ 979	\$ 8,000	12%
Expenditures	3,188	3,188	100%	1,412	2,872	49%
Net Revenue Over (Under)	<u>\$ (2,615)</u>	<u>\$ 4,753</u>		<u>\$ (433)</u>	<u>\$ 5,128</u>	
Spring Art Festival						
Revenue	\$ -	\$ 111,092	0%	\$ 810	\$ 110,000	1%
Expenditures	157	59,194	0%	3,059	60,000	5%
Net Revenue Over (Under)	<u>\$ (157)</u>	<u>\$ 51,898</u>		<u>\$ (2,249)</u>	<u>\$ 50,000</u>	
Arts in the Park Concerts						
Revenue	\$ -	\$ -	#DIV/0!	\$ 1,500	\$ 12,000	13%
Expenditures	-	-	#DIV/0!	3,452	11,832	29%
Net Revenue Over (Under)	<u>\$ -</u>	<u>\$ -</u>		<u>\$ (1,952)</u>	<u>\$ 168</u>	
4th of July						
Revenue	\$ -	\$ 750	0%	\$ -	\$ 500	0%
Expenditures	200	539	37%	5,027	6,400	79%
Net Revenue Over (Under)	<u>\$ (200)</u>	<u>\$ 211</u>		<u>\$ (5,027)</u>	<u>\$ (5,900)</u>	
Movie Event						
Revenue	\$ 3,615	\$ 3,615		\$ -	\$ 4,200	
Expenditures	4,460	4,460		-	4,200	
Net Revenue Over (Under)	<u>\$ (845)</u>	<u>\$ (845)</u>		<u>\$ -</u>	<u>\$ -</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 January 31, 2022 - 59% of the year elapsed

	FY22 Actual	FY22 Budget	% of Budget
HIGHWAY USER REVENUE			
Annual HURF Distribution	\$ 272,104	\$ 428,140	64%
Interest Income	65	800	8%
Total HURF Revenue	\$ 272,169	\$ 428,940	63%
Streets Maintenance Expenditures	\$ 24,776	\$ 59,000	42%
Streets Capital Projects	73,391	1,091,000	7%
Total HURF Expenditures	\$ 98,167	\$ 1,150,000	
Ending Balance			
Net Change in Fund Balance	\$ 174,002	\$ (721,060)	
Fund Balance - Beginning	1,139,326	1,139,326	
Fund Balance - Ending	\$ 1,313,328	\$ 418,266	

			% of Budget
LITCHFIELD SQUARE CAPITAL PROJECT			
Transfer from General Fund	\$ 1,934,536	\$ 4,000,000	48%
Bond Proceeds	15,000,000	22,000,000	68%
Land Sales	-	1,880,000	0%
Total LS Capital Project Revenue	\$ 16,934,536	\$ 27,880,000	61%
LS - Other Expenses	\$ 1,400	\$ -	#DIV/0!
LS - GMP 1	\$ 3,376,837	\$ 3,576,624	94%
LS - GMP 2	\$ 974,833	\$ 2,834,608	34%
LS - GMP 3	\$ 253,802	\$ 12,004,883	2%
LS - GMP 4	-	7,583,885	0%
Total LS Capital Project Expenditures	\$ 4,606,872	\$ 26,000,000	18%
Ending Balance			
Net Change in Fund Balance	\$ 12,327,664	\$ -	
Fund Balance - Beginning	-	-	
Fund Balance - Ending	\$ 12,327,664	\$ -	

SLID Assesment Revenue	\$ 132,647	\$ 229,114	58%
SLID Electricity Expenditures	133,620	233,642	57%
Net Change in Fund Balance	\$ (974)	\$ (4,528)	
Ending Balance			
Fund Balance - Beginning	\$ 15,748	\$ 15,748	
Fund Balance - Ending	\$ 14,774	\$ 11,220	

Attachment: Jan 2022 Finance Summary for Feb 2022 meeting (3760 : Finance)

COURT ENHANCEMENT FEE

Fee Revenue & Interest Earnings	\$	2,512	\$	4,100	61%
Transfers Out		-		-	
Total Court Enhancement Revenue		<u>2,512</u>		<u>4,100</u>	

Magistrate Court Operating Exp.		<u>53,223</u>		<u>101,067</u>	53%
Total Court Enhancement Revenue		<u>53,223</u>		<u>101,067</u>	

Net Change in Fund Balance	\$	<u>(50,711)</u>	\$	<u>(96,967)</u>	
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Ending Balance

Fund Balance - Beginning	\$	180,717	\$	180,717	
Fund Balance - Ending	\$	130,006	\$	83,750	

City of Litchfield Park
Fund Balance Summary - Unaudited Budgetary Basis
For the Month Ended January 31, 2022 - 59% of the year elapsed

FY22 Year to Date	General Fund	Special Revenue	Total
Fund Balance 7/1/21	\$ 15,543,522	1,335,791	\$ 16,879,313
Operating Result	2,184,244	12,449,980	14,634,224
One-time Revenue Over Capital Uses	152,407	-	152,407
Ending Balance	<u>\$ 17,880,173</u>	<u>\$ 13,785,771</u>	<u>\$ 31,665,945</u>

Ending Fund Balance Detail

Minimum Balance (15%)	\$ 1,540,000
Stabilization Reserve (35%)	3,580,000
Unassigned Fund Balance	12,760,173
Total Fund Balance	<u>\$ 17,880,173</u>

Number of Months of General Fund Operating Expenditures

Total Ending Balance	21.0
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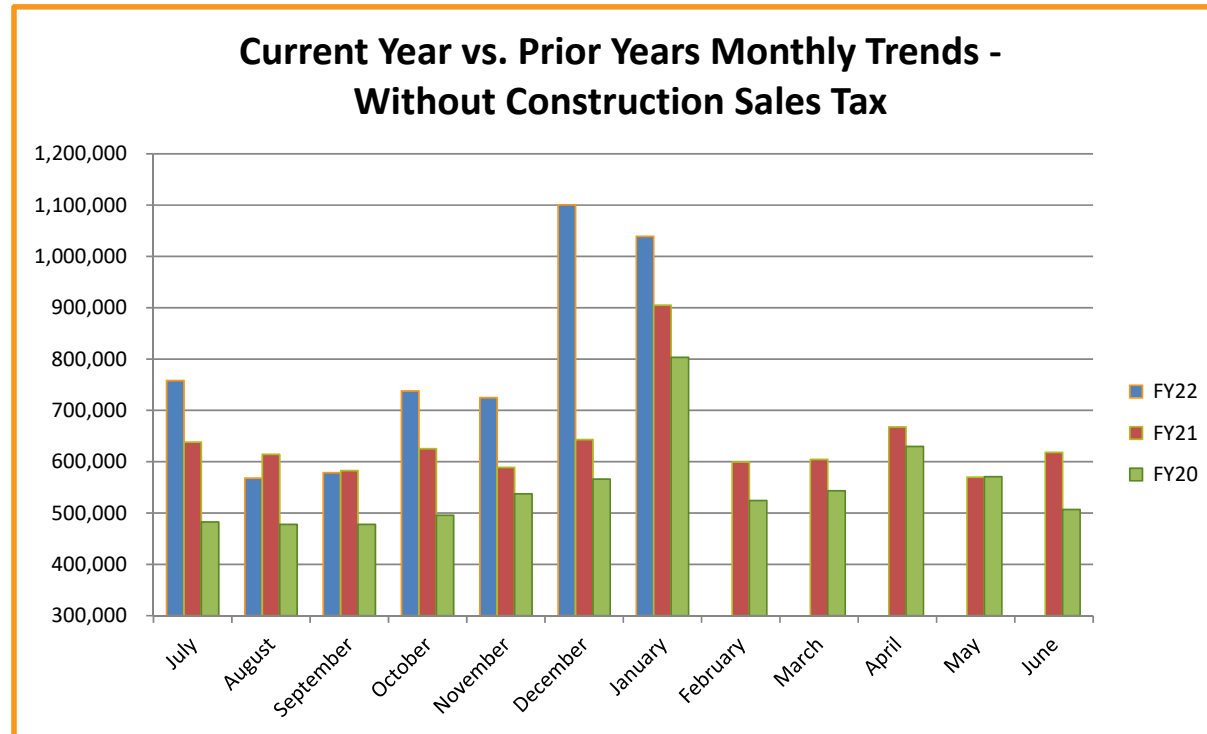
PRIVILEGE AND USE TAX BY CATEGORY

Reporting Category	January					Fiscal Year to Date				
	2020	2021	2022	% Change 2021/2022	% of Total 2022	FY20	FY21	FY22	% Change from FY21/22	% of Total FY22
Retail Sales	\$ 530,759	\$ 618,815	\$ 619,367	0%	52%	\$ 2,212,871	\$ 2,752,122	\$ 2,719,839	-1%	39%
Online Sales	\$ 32,140	\$ 53,478	\$ 74,092	39%	6%	\$ 73,669	\$ 265,372	\$ 620,243	134%	9%
Restaurant & Bars	101,541	84,492	119,856	42%	10%	556,809	524,905	712,995	36%	10%
Utilities	17,190	19,611	39,442	101%	3%	224,011	274,190	317,635	16%	5%
Rentals (Comm & Res)	32,752	34,966	46,980	34%	4%	193,034	219,135	256,024	17%	4%
Other	88,917	93,638	139,147	49%	12%	580,161	561,290	879,775	57%	13%
Subtotal	803,299	905,000	1,038,884	15%	88%	3,840,554	4,597,014	5,506,511	20%	79%
Construction	209,511	182,910	144,385	-21%	12%	920,335	1,107,707	1,445,073	30%	21%
Total	\$ 1,012,810	\$ 1,087,910	\$ 1,183,269	9%	100%	\$ 4,760,889	\$ 5,704,721	\$ 6,951,584	22%	100%

PRIVILEGE AND USE TAX TOTAL - BY MONTH AND FISCAL YEAR

	3 Year					Amount			
	FY19	FY20	FY21	3 Year Average	Average % of Total	FY22	Over(Under) Prior FY	% Change from FY21	% Change 3 Year Average
July	\$ 561,269	\$ 563,251	\$ 870,297	\$ 664,939	7.7%	\$ 885,762	\$ 15,465	2%	33%
August	584,227	598,142	759,782	647,384	7.5%	1,232,482	472,700	62%	90%
September	547,361	707,602	690,785	648,583	7.5%	710,352	19,567	3%	10%
October	593,011	613,124	745,478	650,538	7.6%	927,161	181,683	24%	43%
November	618,547	634,184	748,649	667,127	7.8%	835,505	86,856	12%	25%
December	555,857	724,665	797,245	692,589	8.0%	1,177,053	379,808	48%	70%
January	849,674	1,012,810	1,087,910	983,465	11.4%	1,183,269	95,359	9%	20%
February									
March									
April									
May									
June									
YTD Totals	\$ 4,309,946	\$ 4,853,778	\$ 5,700,146	\$ 4,954,623		\$ 6,951,584	\$ 1,251,438	22%	40%
Actual Total	\$ 7,694,395	\$ 8,597,095	\$ 9,525,498	\$ 8,605,663					
Percent of FY Elapsed	58%	58%	58%	58%					
YTD Percent of Total	56%	56%	60%	57%					

TREND ANALYSIS





City Council

214 W. Wigwam Blvd.
Litchfield Park, AZ 85340

Meeting: 02/16/22 07:00 PM
Department: Engineering Department
Category: Report
Prepared By: Terri Roth
Initiator: Woody Scoutten
Sponsors:

**LITCHFIELD SQUARE
January 2022**

REPORT DETAIL ATTACHED

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Terri Roth, City Clerk
Through: Matthew Williams, City Manager
Meeting Date: February 16, 2022

Recommended Motion:

MOVE TO APPROVE THE JANUARY 19, 2022 WORK STUDY SESSION AND REGULAR MEETING MINUTES.

Background/Discussion:**Staff Recommendation:**

Staff recommends approval.

Financial Impact:

None

Attachments:

011922 Minutes WSS DRAFT
011922 Minutes Reg DRAFT



Minutes of the City Council

Wednesday, January 19, 2022

Work Study Session

The meeting was held virtually and called to order at 6:03 PM by Mayor Tom Schoaf.

I. Call to Order

Attendee Name	Title	Status
Lisa Brainard Watson	Council Member	Absent
Tom Rosztoczy	Council Member	Present
Ron Clair	Council Member	Present
Ann Donahue	Council Member	Present
Paul Faith	Vice Mayor	Present
John Romack	Council Member	Present
Tom Schoaf	Mayor	Present

Staff present: Matthew Williams, City Manager; Terri Roth, City Clerk; Joe Estes, City Attorney; Paige Peterson, Director of Finance; Woody Scoutten, City Engineer; Richard Alvarado, Director of Public Works; Sonny Culbreth, Community Liaison; Susan Slagle, Director of Human Resources; Marissa Romo, Deputy City Clerk; Tricia Kramer, Director of Community and Recreation Services; Mary Dickson, Chief Building Official; Daniel Loftus, Planning Coordinator; Pat McCoy, Sports Coordinator.

Additional Attendees: Chief Memo Espinoza and Paul Vanderveen.

II. Business

A. FY22 Capital Improvement Plan

Mr. Williams presented the following projects for the FY22 General Fund:

- Projects completed in FY22 include Litchfield Road wall, Police patrol vehicles were ordered and Recreation Center A/C replacement.
- Projects in progress include Litchfield Square utilities, downtown storm drain engineering, public works equipment, Staggs Park Playground, IT Capital, Dysart Road and Indian School Road project, Staggs Park parking lot and Camelback Park wall design and construction.
- Total expended through December, 2021 is \$1,547,757.

Vice Mayor Faith asked for clarification on the Dysart and Indian School Road project. Mr. Scoutten stated this is to replace pavement and base underneath the pavement along the Albertson's shopping center frontage, which is not compacted enough and failing severely. The City will only repair the portion in the right-of-way, which is the worst part. Staff will reach out to the shopping center owner to see if they want to participate in fixing their portion.

Ms. Peterson presented projects for FY22 Staff is recommending for completion:

- South Luna Curb and Gutter improvements, Dysart Wall design and engineering, Alegre

Attachment: 011922 Minutes WSS DRAFT (3757 : Minutes)

Drive to Desert Avenue Pathway design and engineering, Turtle Park restroom update, Tierra Verde Lake dock updates, Bullard Wash connections.

- Dysart Road wall to be done in phases and is separate from the Camelback Park project.
- Bullard Wash estimate is high, due to staff's uncertainty about concrete pricing in the future and ADA requirements. Easements will be required with the HOA and Staff will have to work with Goodyear.
- Additional projects include Downtown Electrical updates, La Loma Hilltop restoration, Jackie Robinson Field Drainage, and contingency funds, should they be needed.
- Each project will be brought to Council individually for final approval.

Council Member Rosztoczy asked if all the projects listed for FY22 are covered in the budget. Ms. Peterson confirmed everything would be covered, if approved by Council.

Vice Mayor Faith asked what the necessary repair is for the Jackie Robinson Field drainage. Mr. Scoutten stated drainage is coming from the Greens on to the City's property, which is covered by an easement. The City needs to move the drainage down to the retention basin.

Mr. Williams presented the following FY23 Staff recommended General Fund projects:

- Litchfield Square - \$3.4 million
- Scout Park Improvements - \$1 million
- Curb & gutter on Litchfield Road from Indian School Road to Camelback Road - \$1 million
- Camelback Park view fence construction - \$800,000
- Perimeter wall reconstruction - Dysart Road, north half - \$60,000

Mayor Schoaf asked if a view fence will be used at Camelback Park. Mr. Scoutten stated the parking lot planning will be done with the wall design and he is waiting for the on-call engineer to provide a parking lot design with a greener approach. He plans to work with the Recreation and Public Grounds Commission to determine where to use view fence and solid wall. Mayor Schoaf suggests bringing more sophisticated perspective views of what the wall will look like when facing it from different directions. Council Member Romack stated the Turtle Park fence is attractive and well designed.

- Road reconstruction on Dysart Road and Indian School Road - \$600,000
- Camelback Road engineering - \$400,000
- Citywide Road Program - \$310,000
- Street Sweeper Replacement - \$250,000
- Public Works/ Development Services Facility Design - \$200,000

Council Member Romack stated the Public Works building is unsightly and this project needs to be prioritized.

Vice Mayor Faith asked how the Camelback Road engineering fits in with accepting funds for Camelback. Mr. Scoutten stated this project should mesh with Sun Health's construction of the north half of Camelback Road. He stated some of the \$3.5 million from Maricopa County will go towards this project and some will go towards pavement rehabilitation on the segment between

Litchfield Road and Dysart Road. Council Member Romack asked if there is a benefit to have the same engineer do the plans for both sides of the road. Mr. Scoutten stated it could be possible, but he is uncertain when Sun Health will proceed with their portion, adding the road is carrying more traffic than it was intended to, so there is a safety issue to consider.

- Oro Vista Drive Drainage - \$100,000
- Public Works Capital Equipment replacement - \$100,000
- Perimeter wall repair - \$100,000
- Recreation Center lobby remodeling - \$50,000
- City Hall updates - \$30,000
- Security Cameras for City buildings - \$25,000

Council Member Romack stated he would like them to consider a new City Hall. Mayor Schoaf stated there are discussions going on with several possible ideas, but they are not ready for public discussion. The plan will be brought back to Council for a work study session.

- Door badge reader/lock system - \$22,500
- Computers/Printers/IT equipment and Software - \$30,000
- Total recommended projects for FY2023 estimated at \$8,477,500.
- Staff projects the City will have \$10.8 million available for CIP projects in FY2023.

Ms. Peterson presented the following General Fund summary projection for FY22:

- Beginning fund balance 7/1/21 of \$15,890,469.
- Net operations of \$2,577,990, less Litchfield Square Bond payment of \$420,000, the fund balance before one-time revenues and expenses comes to \$18,048,459. With projected one-time Construction sales tax (CST) revenue of \$1,700,000, less completed projects of \$991,756, projects in progress of \$3,372,000 and remaining recommended projects totaling \$847,000, the total projected ending fund balance is \$14,537,703.
- Projections for FY2023 with a beginning fund balance of \$14,537,703 and net operations of \$2.5 million, less the Litchfield Square bond payment of \$420,000, the fund balance before one-time revenues and expenses would be \$17,037,703. After adding the projected one-time CST of \$2 million, less the remaining recommended projects of \$8,477,500, the projected ending fund balance would be \$10,560,203.
- Council's policy is to have 50% of the expenses in reserves, which totals about \$5 million, so there would be more than twice the policy requirement in reserve.

Ms. Peterson presented the HURF Project list for FY22:

- Village Parkway sinkhole repair - \$39,341; project has been completed.
- City Street maintenance, sidewalk repairs, street signs and pothole patching - \$48,657; project is ongoing.

FY23 HURF Projects and estimates:

- Litchfield Road Mill and Overlay - \$450,000
- City Street Maintenance - \$800,000

American Rescue Plan (ARP) Fund Recommended projects for FY22 and FY23:

- Guidance on spending is forthcoming, but Staff believes these projects to qualify.

- Downtown Storm Drain Construction - \$1.2 million.
- Vista Verde Drainage Improvement Project - \$520,000 (\$466,700 spent, so far).

Vice Mayor Faith asked if the peninsula project would qualify under this category. Ms. Peterson stated the final rule issued one week ago stated smaller cities that receive under \$10 million may use these funds for any purpose. The Arizona League of Cities and Towns is reviewing it and Staff wants to verify prior to proceeding. Vice Mayor Faith stated the list includes flood control projects, so why is the peninsula not included. Council Member Clair stated the Bullard Wash project may also qualify. Mr. Williams stated the Bullard Wash project is not related to Flood Control, but Staff will look into it. Ms. Peterson stated there is a deadline to spend the funds, so Staff will ensure all of the money is spent.

Mr. Williams stated Staff would like to send the list of projects to Council to review individually, so they can rate them in order of priority. Vice Mayor Faith asked for a simplified list that is easier to move items up and down, instead of the way the information was presented. He asked if the projects from the last approved list that have not been completed are on the current list. Mayor Schoaf stated Staff will research. Council Member Clair asked Staff to note projects that have been pushed back for several years in a row.

Mayor Schoaf stated once Council has reviewed the sheet they will get it back to Staff and if further direction is needed from Council, it can be brought back for one more work study session.

III. Adjournment

Council Member Clair **moved, seconded** by Council Member Brainard Watson to adjourn the work study session; **unanimous passage**. The work study session adjourned at 6:56 PM.

APPROVED:

CITY OF LITCHFIELD PARK

Thomas L. Schoaf, Mayor
\mr

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Litchfield Park held on **Wednesday, December 15, 2021**.

I further certify that the meeting was duly called and held and that a quorum was present.

Terri Roth, MMC, City Clerk

Attachment: 011922 Minutes WSS DRAFT (3757 : Minutes)



Minutes of the City Council

Wednesday, January 19, 2022

Regular Meeting

The meeting was held virtually and called to order at 7:01 PM by Mayor Thomas L. Schoaf.

I. Call to Order

Attendee Name	Title	Status
Lisa Brainard Watson	Council Member	Remote
Tom Rosztoczy	Council Member	Remote
Ron Clair	Council Member	Remote
Ann Donahue	Council Member	Remote
Paul Faith	Vice Mayor	Remote
John Romack	Council Member	Remote
Tom Schoaf	Mayor	Remote

Staff present: Matthew Williams, City Manager; Terri Roth, City Clerk; Joe Estes, City Attorney; Paige Peterson, Director of Finance; Marissa Romo, Deputy City Clerk; Woody Scoutten, City Engineer; Richard Alvarado, Director of Public Works; Sonny Culbreth, Community Liaison; Susan Slagle, Director of Human Resources; Tricia Kramer, Director of Community and Recreation Services; Mary Dickson, Chief Building Official; Daniel Loftus, Planning Coordinator; Pat McCoy, Sports Coordinator; Rena Quale, Code Enforcement Officer; Jason Sanks, Planning Consultant.

Additional attendees: Chief Espinoza, Chief Wayne, Paul Vanderveen, Brian Carroll and Brian Ackerman.

II. Pledge of Allegiance & Invocation

The Pledge of Allegiance was cited during the Litchfield Square Community Facilities District meeting held prior to this meeting.

III. Mayor and Council Members Report on Current Events

Council Member Rosztoczy expressed frustration with receiving agenda packets late. He stated it works well for him to receive them prior to the weekend, due to the size of the packets, adding last month and this month the Council had less than 48 hours to prepare. Mayor Schoaf stated it has been expressed to Staff that this situation has to change.

Council Member Clair stated he attended the memorial for Barbara Brainard and it was great to see the outpouring of support and the history of Litchfield Park that has gone through their family.

Council Member Donahue stated she attended the Governor's luncheon. She stated they need to be reminded of COVID and the Litchfield District has numerous teachers out because of illness.

Council Member Brainard Watson thanked everyone for the well wishes, adding it was nice to see

Attachment: 011922 Minutes Reg DRAFT (3757 : Minutes)

how many people cared about her mom. She commended Staff for the Parade and Art Festival.

Vice Mayor Faith expressed his regrets to Council Member Brainard Watson and her family for the passing of Barbara Brainard. He agreed with the comments regarding late packets, stating it is unacceptable and if Staff is not getting packets out on Friday, Council needs to be told who is causing the delay. He stated Waste Management's service has been poor and he has seen bulk trash on sidewalks for weeks past bulk pick-up time.

Mr. Williams stated Staff has met with Waste Management recently and discussed customer service issues that have come up, as well as the contract. He added the packet delays were not due to the City Clerk. It was due to Staff waiting for negotiations for Litchfield Square items. He understands Council needs more time to review and Staff is working on deadlines for the future.

Mayor Schoaf suggests using a hard deadline, so nothing would prevent a packet from being distributed and if an item is late and cannot wait until the next regular meeting, a special meeting can be held. He expressed his condolences to Council Member Brainard Watson and her family. After moving to Litchfield Park, he was elected to the School Board and served with Barbara Brainard, which introduced him to the idea of community service.

IV. City Manager's Report on Current Events

A. City Manager Monthly Report

Mr. Williams highlighted the following items from his report:

- Staff is working on updating the Memorial Bench Program with the Recreation and Public Grounds Commission (RPG).
- Staff is working on Social Media presence for the City, as well as bringing in someone from another City to help Staff.
- Staff met with Avondale PD to work on parade planning for changes once Litchfield Square development begins.
- Staff met with Sun Health for negotiations on the Hilltop restoration.
- A statement was made in December Council packet regarding Design Review Board agendas and packets not being prepared in accordance with the law. He explained this was not a violation, rather a question of best practice and apologized for any inconvenience this statement caused.

Mayor Schoaf stated there is a City Center Marketing Group with sharp individuals that may be willing to help with the City's marketing.

Council Member Romack agreed with the comments regarding the packets, adding it is a burden to review them a day or two prior to the meeting. He stated he has had conversations with the Mayor and Staff regarding developing the lake into a larger asset for the community and hopes there is some consideration of this concept. Mr. Williams stated Staff will look into options.

V. Response to Call to the Community

There were no requests to speak during the December 15, 2021 regular meeting.

VI. Call to the Community

There were no requests to speak.

VII. Reports**A. Public Safety Services Monthly Reports****1. Goodyear Fire Report**

Chief Wayne stated Chief Cole plans to retire soon. He reviewed his report with nothing further to add.

Mayor Schoaf asked for an explanation regarding the increase of calls at Las Cruces. Chief Wayne stated a significant amount were for advanced life support. He stated the patients they are accepting are critically sick, so they plan to change their criteria. They will continue to communicate with this facility to ensure their calls for service are appropriate.

Mayor Schoaf thanked him and his crew for their service, adding Chief Cole's retirement will be a strain on the department, but he is certain it is well deserved.

Vice Mayor Faith stated when the Las Cruces facility came to Council asking to increase the density, their call volume was very minimal, so they know how to operate with a low call volume, adding something is different and wrong. He stated there may be a need to discuss how to address these issues. Mayor Schoaf suggests Staff review minutes from the meetings where the change in zoning was considered to see if there were any agreements reached. Council Member Donahue stated there is high turnover of staff in these facilities. Chief Wayne agreed, adding it is likely due to the type of patients they are accepting, which are beyond what they can handle.

2. Avondale Police Department

Chief Espinoza reviewed his report with nothing further to add.

Vice Mayor Faith thanked him and his crew for their service, adding their activity is higher than what they have seen in many years, and has received no complaints from residents and the citizen contact is positive. Mayor Schoaf agreed, adding it is pleasant to see the cruiser driving around on a regular basis.

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

Ms. Peterson reviewed the December report, highlighting the following:

Sales Tax

- Online sales up 624% over 2020, due to an audit from the state. Staff has reached out to the Department of Revenue to ensure the figure is appropriate.
- Restaurants and Bars up 55%; Rentals up 34%; “Other” up, due to a significant use tax payment of \$100,000, which is considered one-time revenue.
- Total up 71% over 2020; Year to date up 21%.
- Construction Sales Tax (CST) down 52%, due to the refund of an overpayment, which has been discussed in prior meetings.

General Fund (GF) Revenue

- 59% of budget estimates, due to local sales tax at 62%.
- Revenues less than 50% are special events, which is starting to increase.
- Operating as a whole at 45% of budget.
- Departments over budget are due to one-time expenses.
- IT Department is expected to be over, due to changes in licensing and contracts.
- Net GF operations just under \$1.5 million.
- CST at \$1.3 million.
- American Rescue Plan fund just over \$1 million.
- Capital expenses through December at \$919,000.
- Transfer to Litchfield Square fund just under \$1.4 million for utilities.
- Ending Fund Balance at \$17.4 million.

Special Revenue Funds

- HURF total balance at \$1.285 million.
- Litchfield Square Capital Project Fund for utilities at \$1.377 million and bond proceeds of \$15 million; Expenditures through December total \$3.5 million.
- SLID is on budget.
- Court Enhancement Fund (CEF) at \$146,000.

Fund Balance Summary

- City-wide Fund balance is \$31.7 million; \$1.4 million in restricted funds for special revenue and \$12.9 million is for Litchfield Square from bond proceeds.
- 20.4 months of operating expenses on hand and \$5 million for reserves.

Vice Mayor Faith asked why there is a reserve balance of \$50,000 for the CEF. Ms. Peterson stated this was the agreement reached between the Judge and Court Administrator, adding the amount is for emergencies or future capital expenses.

2. Litchfield Square Update

Mr. Scoutten reported they have lost time in the schedule, due to APS needing to relocate a power line they were not aware of. He added the on-site improvements are finished and storm drains are almost complete. Achen-Gardner’s subcontractor is installing joint trenches for dry utilities. The plat map approved by Council has been recorded and Achen-Gardner will soon begin with parcel grading. They are hopeful to make up lost time in the coming months.

VIII. Consent Agenda

Vice Mayor Faith requested item D. be removed for discussion.

MOVE TO APPROVE CONSENT AGENDA ITEMS A THROUGH C.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ron Clair, Council Member
SECONDER:	Paul Faith, Vice Mayor
AYES:	Watson, Rosztoczy, Clair, Donahue, Faith, Romack, Schoaf

- A. Suspend In-Person Meetings**
- B. Approval of Minutes**
- C. 2022 City Council Regular Meeting Schedule**

D. Vista Verde Drainage Improvement Project Rebid

Vice Mayor Faith asked for clarification on the requests from the HOA to add features to the project, increasing the cost.

Mr. Scoutten stated the items provide assurance there will not be standing water following a storm. The HOA expressed concern about discharging directly onto the golf course and wanted a place for water to be stored, so a retention basin and drywell have been added. They also wanted a connection from the basin to the existing storm drain, so the basin will overflow to the drain prior to flowing to the golf course. In addition, they wanted to ensure the existing storm drain carries as much water as possible in a major storm and changing out the existing graded inlets to curb inlets catches more water upstream, reducing the potential for clogging from landscape debris. Vice Mayor Faith asked if the HOA hired an engineer. Mr. Scoutten confirmed. Vice Mayor Faith asked how this evolved into such a big project. Mr. Scoutten stated the golf course would not accept construction on their property and there are fears of standing water. The Flood Control District is paying for 75% of the work. Vice Mayor Faith asked if making these changes will put other areas at risk. Mr. Scoutten stated the condos are at the end of the drainage system, so it would not. Mayor Schoaf stated the water funnels through the golf course into the lakes either underground or through the homes. The change will route water away from the homes to the golf course.

Council Member Brainard Watson asked if they are doing anything for them they have not done for other areas in the community. Mayor Schoaf stated every area is unique, but when this neighborhood was developed the necessary engineering was not done. He stated a variety of projects have been done throughout the community as funds from Maricopa County become available. He added it has been a lengthy negotiation process and commended Mr. Scoutten's work, considering the golf course has not been cooperative.

Mr. Scoutten stated they received two bids, one being so low that the project cannot be built for that amount and he is familiar with the contractor and their philosophy of submitting change orders. The high bid was twice as much and after speaking with the contractor there may be options for a reduction of cost. The plan is to move some of the lump sum items into an allowance approach, which was approved by the Flood Control District, who will be working with Staff to extend the timeline to complete the project.

MOVE TO REJECT ALL BIDS FOR THE VISTA VERDE DRAINAGE IMPROVEMENT PROJECT RECEIVED ON DECEMBER 29, 2021 AND DIRECT STAFF TO RE-ADVERTISE THE PROJECT FOR ACCEPTANCE OF BIDS.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lisa Brainard Watson, Council Member
SECONDER:	Ann Donahue, Council Member
AYES:	Watson, Rosztoczy, Clair, Donahue, Faith, Romack, Schoaf

IX. Business

Item B. was moved to the end of the agenda, due to Executive Session.

A. Call of Election for May 17, 2022

Ms. Roth stated the Call of Election is for the May 17, 2022 Special Election for the sale of parcels in Litchfield Square. The lots included are 1,3,5,7,9, 12 and 13. She stated the cost for a non-countywide election is \$2.12 per voter, compared to a countywide election for \$0.50 per voter. There are 4,958 registered voters in the City for a total of \$10,510.96 to be paid to Maricopa County.

Mayor Schoaf stated this was prompted due to a requirement that the City needs voter approval to sell property for over \$1.5 million. The City's attorney recommended combining the parcels into one election to get general approval for either an individual parcel or all of the parcels, which will allow the process to be streamlined and can be done prior to negotiations being done. He commended Mr. Estes for a job well done.

Vice Mayor Faith asked for clarification regarding the process. Mayor Schoaf stated this would be an approval to sell the parcels specified on the call of election. Either one or more of the parcels can be sold for more than \$1.5 million and would cover the contingency in the future, so they would not have to wait for another vote. Vice Mayor Faith asked if this would give approval even if it takes ten years, giving Council the sole decision to negotiate the price. Mr. Estes stated the statute does not provide a time limitation as to when the property can be sold, but if it is approved, the property would still be sold through the public auction process. Council Member Romack stated this is a good idea and he likes the plan, but cautions anyone writing the explanation, suggesting it be made simple and straight forward.

MOVE TO ADOPT RESOLUTION NO. 22-509 CALL OF ELECTION FOR MAY 17, 2022, TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF AUTHORIZING THE SALE OF ALL OR A PORTION OF APPROXIMATELY 12 ACRES OF REAL PROPERTY COMMONLY KNOWN AS CITY CENTER OR LITCHFIELD SQUARE, LOCATED ON THE NORTHEAST CORNER OF LITCHFIELD ROAD AND WIGWAM BOULEVARD, WHICH INCLUDES LOTS 1, 3, 5, 7, 9, 12, AND 13 OF THE LITCHFIELD SQUARE PLAT.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ron Clair, Council Member
SECONDER:	Tom Rosztoczy, Council Member
AYES:	Watson, Rosztoczy, Clair, Donahue, Faith, Romack, Schoaf

C. Adoption of Ordinance 21-253 Deannex Right-Of-Way

Mr. Estes stated this is the second reading and would authorize the deannexation of the indicated Right-of-Way to Avondale, so they can move forward with their desired annexation of the existing neighborhood. Mayor Schoaf asked if Staff confirmed the legal description. Mr. Scoutten confirmed, adding it is contained within the existing Right-of-Way on Indian School Road, so there is no impact to private property.

MOVE TO ADOPT ORDINANCE 21-253 DEANNEXING A PORTION OF INDIAN SCHOOL ROAD RIGHT-OF-WAY FROM THE CITY OF LITCHFIELD PARK CONTINGENT UPON ANNEXATION OF SAID RIGHT-OF-WAY BY THE CITY OF AVONDALE AND APPROVAL BY THE MARICOPA COUNTY BOARD OF SUPERVISORS PURSUANT TO A.R.S. § 9-471.02.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Faith, Vice Mayor
SECONDER:	John Romack, Council Member
AYES:	Watson, Rosztoczy, Clair, Donahue, Faith, Romack, Schoaf

D. Adoption of Ordinance 21-254 Short Term Vacation Rentals

Ms. Peterson stated this is the second reading and there was no follow-up requested.

MOVE TO ADOPT ORDINANCE 21-254 AMENDING THE LITCHFIELD PARK CITY CODE BY AMENDING ARTICLE 8 BY ADDING A NEW ARTICLE 8-8, SHORT-TERM VACATION RENTALS, ENTITLED, "CITY OF LITCHFIELD PARK, ARIZONA, SHORT-TERM VACATION RENTAL ORDINANCE"; AND ENACT AND ENFORCE REGULATIONS AND REQUIREMENTS FOR SHORT-TERM VACATION RENTALS THAT ARE NOT OTHERWISE PROHIBITED BY LAW.

Vice Mayor Faith stated Scottsdale recently adopted a more restrictive ordinance and suggested the City look at whether theirs is proper and if the City needs to come back and amend this Ordinance. Mr. Estes stated they have already received a notice from the League that they are expecting a legal challenge against Scottsdale's ordinance. He suggests leaving this as is and if Scottsdale prevails they can follow their lead. Mayor Schoaf stated if anyone in the State legislature believes a city or town does anything that violates or contradicts state law, a complaint can be made with the Attorney General and if they agree they can take all state shared revenue until it is resolved.

Council Member Donahue asked for clarification regarding Scottsdale's ordinance. Mayor Schoaf stated they have a restrictive short-term vacation rental ordinance and the restrictions allowed under state law are limited. Mr. Estes gave a brief review of the League's notice.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ann Donahue, Council Member
SECONDER:	Lisa Brainard Watson, Council Member
AYES:	Watson, Rosztoczy, Clair, Donahue, Faith, Romack, Schoaf

E. Introduction of Ordinance 22-255 Flood Damage Prevention

Mr. Scoutten stated this Ordinance amends City code to include provisions for underground retention in the City. Many cities and towns, including Litchfield Park, allow commercial site developers to use underground retention for meeting their drainage requirements. These cities have policies that the developer should inspect it annually and clean it when necessary, but no requirement for reporting back to the city to ensure the inspections and cleanings are done. He stated this process will require an initial inspection and cleaning and on a five-year basis after that, plus reporting back to the City to ensure it is done by a qualified contractor.

Mayor Schoaf asked how the City Center storm drain would fall under this ordinance. Mr. Scoutten stated since it is an underground system, the City would follow the Ordinance.

Vice Mayor Faith stated the underground retention is easily accessed, but asked how a drywell is cleaned. Mr. Scoutten explained there are sediment chambers and the drywell would be inspected to make sure it has not silted up. He added they are cleaned using a vacator truck.

MOVE TO INTRODUCE ORDINANCE NO. 22-255 AMENDING THE CITY CODE CHAPTER 15 FLOOD DAMAGE PREVENTION RELATED TO INSPECTIONS AND CLEANING OF UNDERGROUND STORAGE OF STORM WATER.

RESULT:	INTRODUCED [6 TO 1]
MOVER:	Lisa Brainard Watson, Council Member
SECONDER:	Ann Donahue, Council Member
AYES:	Watson, Rosztoczy, Clair, Donahue, Romack, Schoaf
NAYS:	Paul Faith

F. Adoption of Resolution 22-508 Camelback Road Annexation

Mr. Scoutten stated the Council requested Staff renegotiate the limits with the County, which has been done. The agreement has been revised to reflect the changes and was approved by the Maricopa County Board of Supervisors.

MOVE TO ADOPT RESOLUTION 22-508 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR ANNEXATION OF CAMELBACK ROAD RIGHT-OF-WAY (ROW) FROM THE GOODYEAR CITY LIMITS TO 127TH AVENUE AND PAYMENT OF NOT LESS THAN \$3,511,000 TO THE CITY FOR FUTURE IMPROVEMENTS WITHIN THE ANNEXED ROW AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lisa Brainard Watson, Council Member
SECONDER:	Ann Donahue, Council Member
AYES:	Watson, Rosztoczy, Clair, Donahue, Faith, Romack, Schoaf

G. FY22 Pavement Maintenance Program

Mr. Scoutten stated this is for FY22 Pavement Maintenance involving routine maintenance, including a mill and overlay of Fairway Drive between Villa Nueva and Villa Nueva and Florence Avenue between Wigwam Boulevard and Fairway Drive. The proposal is from Sunland who

acquired Ace Asphalt and they did not include money for bonds, so if Council chooses to move ahead with the project, it would be for an amount not to exceed \$303,635.92. The project would be to mill along the curb and gutter and then overlay the street with an inch and a half of new asphalt. The street is structurally sound, but the surface is in poor shape, so this utilizes the existing structural strength, but gives it a new surface and is more cost effective.

Council Member Brainard Watson asked if this coincides with the retention projects or is it scheduled so that they will not be cutting into new overlay. Mr. Scoutten stated they are phasing the projects to ensure there are not two contractors interfering with each other.

MOVE TO APPROVE A CONTRACT WITH SUNLAND ASPHALT UNDER THEIR MOHAVE PURCHASING CONTRACT TO PROVIDE PAVEMENT TREATMENTS IN AN AMOUNT NOT TO EXCEED \$303,635.92.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Romack, Council Member
SECONDER:	Lisa Brainard Watson, Council Member
AYES:	Watson, Rosztoczy, Clair, Donahue, Faith, Romack, Schoaf

H. Concrete and Pavement Repair for Luna Drive South

Mr. Scoutten stated this is for the replacement of roughly 140 feet of curb and gutter and sidewalk and pavement on Luna Drive South. The existing curb and gutter are holding at least two inches of water, which allows for the growth of mosquitos. He added the resident has expressed concern and asked the City to fix the issue. He stated he is not certain how this occurred, but when the curb and gutter is stripped they will do an investigation to determine what caused this, so it does not happen again. The cost of the bond was not included in this project, so the it would be for an amount not to exceed \$57,691.57.

MOVE TO APPROVE A COOPERATIVE PURCHASE CONTRACT WITH SUNLAND ASPHALT PURSUANT TO A CONTRACT BETWEEN SUNLAND ASPHALT AND THE MOHAVE EDUCATIONAL SERVICES COOPERATIVE IN AN AMOUNT NOT TO EXCEED \$57,691.57 FOR CONCRETE AND PAVEMENT REPAIR ON LUNA DRIVE SOUTH AND AUTHORIZE THE MAYOR TO EXECUTE THE REQUIRED DOCUMENTS.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ann Donahue, Council Member
SECONDER:	John Romack, Council Member
AYES:	Watson, Rosztoczy, Clair, Donahue, Faith, Romack, Schoaf

I. Approval of 2022 Major General Plan Amendment Schedule

Mr. Sanks provided the proposed schedule in the packet, which corresponds with regularly scheduled Council meetings. He reviewed some of the dates in the schedule, adding the 2022 General Plan rewrite is on a separate track, related to the ten-year rewrite, which needs to be adopted by the voters. A six-month gap in the process was found a few years ago, so Council readopted the general plan to buy time for the rewrite. The goal is to have the voters approve the plan this year, so they can get back on schedule.

MOVE TO APPROVE A 2022 MAJOR GENERAL PLAN AMENDMENT SCHEDULE.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ron Clair, Council Member
SECONDER:	John Romack, Council Member
AYES:	Watson, Rosztoczy, Clair, Donahue, Faith, Romack, Schoaf

J. Recreation Center Ball Courts

Mr. Williams stated this is a request to make the courts more available to the public. The courts are currently pay-to-play during business hours. If approved, the item would be moved to the RPG for further discussion. The basketball courts would be made available during business hours and subject to reservations. Free play would be open to the public, but reservations would take priority.

Council Member Donahue stated the basketball court at Scout Park was in disarray and she was able to get it updated. She knows there were surveys sent to the public and basketball courts were in the top five for Scout Park, which has been delayed. She has observed that the courts are not being used and recently was contacted by a few residents who were looking to use the courts, but they were locked. She stated she was involved in the Facebook contest to have them remodeled, but is certain they would not have won had they known it would be a pay-to-play. Her hope is that it is opened during hours and since it is in the middle of town, it would be awesome to see kids playing on the court.

Ms. Kramer stated she will defer to Council's judgement and Staff is happy to work with RPG to look at the feasibility of opening the court up to youth. She stated they have not received any complaints or questions about the availability of the courts. Council Member Donahue stated her son used to teach at Western Sky and in the past he saw kids walking around looking for somewhere to play. She has discussed the issue with a few Commissioners and they are willing to work on the issue.

MOVE TO DIRECT THE RECREATION AND PUBLIC GROUNDS COMMISSION TO WORK WITH STAFF TO EXPLORE THE VIABILITY OF ALLOWING YOUTH TO USE THE RECREATION CENTER BASKETBALL COURTS FREE OF CHARGE DURING BUSINESS HOURS.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ann Donahue, Council Member
SECONDER:	Tom Rosztoczy, Council Member
AYES:	Watson, Rosztoczy, Clair, Donahue, Faith, Romack, Schoaf

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.**

Council member Clair **moved, seconded** by Council Member Romack to convene an Executive Session; **unanimous approval**. The executive session convened at 8:28 PM.

The regular meeting reconvened at 9:25 PM.

IX. Business**B. Approval of Contract with Jones Lang Lasalle**

MOVE TO APPROVE THE CONTRACT WITH JONES LANG LASALLE (JLL) FOR MARKETING AND BROKERAGE SERVICES FOR THE PROPERTY KNOWN AS CITY CENTER OR LITCHFIELD SQUARE INCLUDING THE NEED FOR A TERMINATION FOR CAUSE CLAUSE ADDED TO THE CONTRACT THAT TIES INTO THE MILESTONES ON THE \$125,000 FIXED PAYMENTS PROVIDED FOR IN THE CONTRACT, WHICH WILL NEED TO BE CONVERTED TO DATE CERTAINS WITH NOTICE PROVISIONS AND REASONABLE CURE PROVISIONS ADDED, SO THERE IS A STANDARD TERMINATION PROCESS NEGOTIATED BETWEEN STAFF AND JLL, AS WELL AS A CORRECTION OF PARCEL NUMBERS IN THE CONTRACT BASED ON WHAT IS INTENDED TO BE SOLD THROUGH JLL, AND A REDUCTION OF TWENTY PERCENT OF ANY COMMISSIONS PAYABLE IF IT IS RELATED TO ANY PARTY ALREADY INVOLVED IN THE PROJECT, INCLUDING THE HIRTH PARTY.

Council Member Romack asked for clarification. Mayor Schoaf confirmed there are four total groups, but for the Hirth Group it would apply if they want a second parcel.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Tom Rosztoczy, Council Member
SECONDER:	Lisa Brainard Watson, Council Member
AYES:	Watson, Rosztoczy, Clair, Donahue, Faith, Romack, Schoaf

XI. Adjournment

Council Member Romack **moved, seconded** by Council Member Rosztoczy to adjourn; **unanimous passage**. The regular meeting adjourned at 9:29 PM.

APPROVED:

CITY OF LITCHFIELD PARK

Thomas L. Schoaf, Mayor
\mr

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Litchfield Park held on **Wednesday, January 19, 2022**.

I further certify that the meeting was duly called and held and that a quorum was present.

Terri Roth, MMC, City Clerk

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Paige Peterson, Director of Finance
Through: Matthew Williams, City Manager
Meeting Date: February 16, 2022

Recommended Motion:

MOVE TO APPROVE THE MIGRATION TO SENTINEL'S CLOUD SELECT MANAGED BACKUP SOLUTION.

Background/Discussion:

Several years ago, the City implemented a Virtual Desktop Infrastructure (VDI) environment which is a virtual desktop hosted on a central server. The IT needs of the city have changed since then and in June Council approved the purchase of laptops for city employees to begin the transition to move away from Citrix. The laptops have arrived and we're now ready to begin the transition.

Sentinel Technologies is our contracted IT services provider and we have been working with them to configure the transition. The migration to Office 365 is complete. Email is now being backed up to the Cloud with Microsoft.

We are now ready to begin the work to transition from a Citrix environment to a VPN on our own systems. Our current backup hardware, the HPE Nimble, went end-of-life on December 31, 2021. This means that we will no longer have support from HPE should something happen to the Nimble and the City would be shut down. The purchase of a new Nimble is extremely expensive and would require monthly maintenance and updates and again replacement in a few year's time. Part of our transition off the current Citrix environment is also to pull out of the data center by putting as much of our environment on the cloud.

The Sentinel CloudSelect Managed solution would put our backup system on the Sentinel cloud. The connection to Sentinel CloudSelect is fully managed by Sentinel as well as the backups of the virtual machine servers. The Sentinel CloudSelect runs on the same VMWare environment we are on currently for our virtual machine servers. If we were to migrate to a Microsoft cloud solution for data, our virtual machines would need to be rebuilt, as well as to have the entire environment built on the back end.

In addition, Sentinel would manage the backup environment by providing 24x7x365 monitoring and incident management. Sentinel would perform the monthly patching on our virtual machines. The non-recurring charge is the licensing and services for the migration. We would be provided with access to the Sentinel portal and tools needed to manage the data should something need to be pulled out. There is no additional fee to pull any data out of the Sentinel cloud as there would be if we used Microsoft cloud.

This service would shrink our carbon footprint as we would no longer have to provide as many pieces of hardware that would require regular maintenance and periodic software licensing renewals and hardware replacement.

This conversion will take us one step closer to no longer needing the data center which will be an annual savings of \$6,600.

Staff Recommendation:

Staff recommends approval of the migration to Sentinel's Cloud Select Managed Backup solution.

Financial Impact:

Total one-time setup charges: \$4,926.62

Total annual recurring charges: \$14,109.84

Attachments:

Quote - CoLP - CloudSelect Managed VMs and Backup Solution



City of Litchfield Park		
Managed IaaS Compute and BaaS		
36 Month Discount Commitment		
SELECT	MRC	NRC
Infrastructure as a Service - Virtual Servers - powered by VMware • 2x Windows Servers • Windows OS license is included • 10GB RAM total • ~1.1TB Disk storage total • 5 vCPUs max distributed across 2 servers • NOT MANAGED (see managed services below)	\$ 356.76	\$ 150.00
Managed Services - Managed IaaS • 24x7x365 monitoring • Incident Management • Problem Management • OS Administration and Patching • Access to Sentinel portal and tools • NRC includes licensing and services for virtual server migration	\$ 230.00	\$ 1,021.02
Professional Services - Network Migration and Miscellaneous • Estimated T&M pricing based on 8 engineering hours and 3 Project Management hours • Project will be billed for actual hours at \$205 per hour • Project will be invoiced monthly based on actual hours used	\$ -	\$ 2,255.00
Data Protection powered by Veeam • Includes licensing for Veeam • Backup of data for 2 servers in customer data center • Assumes 30-days retention and ~1.1TB initial Performance cloud repository size - o Costs may grow based on actual data retained or stored after data reduction - o Retention policies can be customized and changed at any time - o Local backup repository required for data centers • FULLY MANAGED	\$ 192.06	\$ 500.00
CONNECT	MRC	NRC
Site Connectivity - Private Virtual Data Center • 50Mbit Dedicated Bandwidth (can be scaled on demand) - o Cisco Cloud Services Router (CSR) licensed for noted bandwidth - o Unlimited data transfer • Private Virtual Data Center instance - o Up to four (4) public IP addresses (more on demand) - o Up to four (4) tenant VLANs (more on demand) - o Up to ten (10) site connections using IPSec VPN tunnels • FULLY MANAGED	\$ 397.00	\$ 1,000.00
	MRC	NRC
MINIMUM COMMITMENT PRICE BASED ON DESIGN	\$ 1,175.82	\$ 4,926.62
<i>Quote is valid for 30 days from date of submittal</i> <i>Certain geographies have imposed taxes on cloud services consumption. Tax requirements will be determined at the time of sale and</i> Definitions & Assumptions: MRC - monthly recurring minimum commitment charge - metered use at contracted rates beyond minimum use commitment ARC - annual recurring minimum commitment charge - subject to change based on any vendor license adjustments annually NRC - non-recurring one time charge All pricing valid for 30 days		

Attachment: Quote - CoLP - CloudSelect Managed VMs and Backup Solution (3781 : Sentinel Cloud Backup)



City of Litchfield Park
SELECT - IaaS Compute



Sentinel CloudSelect® IaaS Compute											
Monthly Recurring Provisioned Minimum Commit (MRC)										\$	356.76
Provisioning Non Recurring (NRC)										\$	150.00
Solution Details											
Enterprise Virtual Computing			includes up to:			XP Flash Storage (per GB)	Total IOPS up to:		Snapshot Tier	Workload Note	Per Server Monthly Cost
Quantity	VM Type	GB vRAM	Tot GHZ	Tot vCPU Max	Software		Steady IOPS	Burst IOPS			
1	Perf-VMware	4	936	2	Windows Server	50	100	110	Standard	Print Server	108.54
1	Perf-VMware	6	1,404	3	Windows Server	1,024	2,048	2,253	Standard	File Server	248.22
Summary IaaS Compute Totals											
VMs Total			DRAM Incl	Ghz Incl	vCPU		Tot Stor	Steady IOPS	Burst IOPS		
2			10	2,340	5		1,074	2,148	2,363		
General Notes:	A "0" in the GB vRAM field signifies a VM that is contained in the IaaS tenant but not powered on. If powered on, the VM will invoice based on actual vRAM provisioned and consumed										
	Compute resources will be metered and invoiced on actual use month to month										
	Performance vCPU compute is metered on actual use, storage does not include compression and de-duplication										
	Production compute is XTRA PREMIUM ALL FLASH multi-tenant high scale shared storage services, ultra high performance, multiple fault domains 3X failure protection and more										
Snapshot Notes:	Snapshot = 3 days retention with recovery points every 8 hours										
	Snapshot restores and recovery incur time & material charges at standard agreed to rates, there is no single tenant or portal access for gold storage snapshot services										

Confidential Information Property of Sentinel Technologies, Inc

Attachment: Quote - CoLP - CloudSelect Managed VMs and Backup Solution (3781 : Sentinel Cloud Backup)



City of Litchfield Park
SELECT - IaaS Manage & Migrate



Sentinel CloudSelect® IaaS for Compute		
Monthly Recurring Provisioned Minimum Commit (MRC)	\$	230.00
Provisioning Non Recurring (NRC)	\$	1,021.62

CloudSelect® Computing - Migration Services		
Migration VMware hypervisor VM from premise to CloudSelect® • Estimate assumes migration will complete within 90-days of project kickoff • Additional licensing charges may apply to migrations that exceed 90-days	# of VMs	2

CloudSelect® Computing - Managed Services		
Managed Services - CloudSelect® Native Managed IaaS • 24x7x365 monitoring • Incident Management • Problem Management • OS Administration and Patching • Access to Sentinel portal and tools	# of VMs	2

Attachment: Quote - CoLP - CloudSelect Managed VMs and Backup Solution (3781 : Sentinel Cloud Backup)



City of Litchfield Park
SELECT - Data Protect by Veeam



Sentinel CloudSelect® Data Protection powered by Veeam		
Monthly Recurring Minimum Commit (MRC)		\$ 192.06
Provisioning Non Recurring (NRC)		\$ 500.00

Solution Details	
Configuration Information	Option
License Provider - Party responsible for supplying Veeam licensing and entitlements.	Sentinel
Data Source - Physical location of servers and data requiring protection.	CloudSelect®
Data Target - Primary off site location for backup data Performance Tier.	CS2 - Phoenix
Public Cloud Tiering - For long term retention of client data to supported Azure or AWS storage tiers	No - Not Required
Sizing Information	
Source Data in GB - Total of all production data in scope to estimate backup repository sizes	1088
Months of Retention - Quantity of full monthly backups held on Data Target	1
# of Servers - Total of all physical and virtual servers for initial backup scope	2
# of Sites - Total of all physical locations with data being covered by this service	1
Bandwidth - Upload speed in Mbps Customer has dedicated to data replication	20

Solution Details				
Recurring Fee Schedule				
Veeam VBR/CloudConnect for Servers & Data	Rate	Quantity	MRC	NRC
Licensing, Availability & Response SLAs - FULLY MANAGED with self-service through MySentinel Service Portal	\$ 48.43	2	\$ 96.86	\$ -
Performance Tier Data Repositories	Rate	Est. GBs	MRC	NRC
Initial Size of CloudSelect® Encrypted Backup Storage				
• Font End Ingested & Stored Storage				
• Estimated size at full retention	\$ 0.07	1360	\$ 95.20	\$ -
◦ Assumes 50% reduction of Source Data + 2.5% daily change rate				
• All invoices will reflect cost based on actual usage				
One-Time Fee Schedule				
CloudSelect® Service Setup and Transition	MRC		NRC	
Professional Services includes the following:				
• Deployment of Veeam to Customer infrastructure				
• Configuration of backup jobs and retention policies				
• Bandwidth and network tuning				
• Initial recovery test, if requested				
	\$	-	\$	500.00

Attachment: Quote - CoLP - CloudSelect Managed VMs and Backup Solution (3781 : Sentinel Cloud Backup)



City of Litchfield Park
CONNECT - PVDC



Sentinel CloudSelect® IaaS CONNECT - PVDC		
Monthly Recurring Provisioned Minimum Commit (MRC)	\$	397.00
Provisioning Non Recurring (NRC)	\$	1,000.00
Solution Details		
Private Virtual Data Centers & Connectivity		
CloudSelect® Private tenant & connectivity for service delivery		
Private Virtual Data Center - includes the following:		
• Cisco Cloud Services Router (CSR) Security Edition • Internet bandwidth with built-in, multi-carrier redundancy included • No data transfer charges • Sized by bandwidth requirements • Scalable on demand • Choice of CHI or PHX for service delivery region	PHX	50Mb

Attachment: Quote - CoLP - CloudSelect Managed VMs and Backup Solution (3781 : Sentinel Cloud Backup)

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Paige Peterson, Director of Finance
Through: Matthew Williams, City Manager
Meeting Date: February 16, 2022

Recommended Motion:

MOVE TO APPROVE APPENDIX A OF THE MASTER SERVICES AGREEMENT WITH SENTINEL TECHNOLOGIES, INC., FOR IMAGING APPROXIMATELY 40 LAPTOPS FOR A TOTAL COST OF \$17,150.

Background/Discussion:

With the goal of shutting down the failing Citrix environment and the switch over to laptops in a VPN environment, Staff will need the professional services of Sentinel in creating a new Golden Image. The Golden Image will be used to build the new laptops purchased in 2021, reimage laptops already in use and reimage several of the desktop computers that will still be in use.

The Scope of Work in this Appendix A also allows for the transfer of knowledge to Staff for future changes to the Golden Image and image any new laptops purchased in the future. The Golden Image will be built and housed in Microsoft Intune which is part of the M365 Business license obtained by the City in 2021.

Staff Recommendation:

Staff recommends approval of the Laptop Imaging Appendix A.

Financial Impact:

Total one-time cost = \$17,150.00

Attachments:

App A 003r1 Laptop Imaging Services 012622 (1)



APPENDIX A

Customer Name: City of Litchfield Park

Street Address: 214 W. Wigwam Boulevard

City, State, Zip: Litchfield Park, AZ 85340

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Litchfield Park (Customer) with principal offices at 214 W. Wigwam Boulevard, Litchfield Park, AZ 85340 is hereby appended to include the following:

Commencement Date

Agreement No. 001

Addendum No. 004-JD

Executive Summary

City of Litchfield Park has requested a proposal for professional services to image all their new laptops to provide their employees with the same look and feel of a Windows 10 desktop. They have approximately 40 laptops they wish to be imaged that are a mixture of recently purchased and existing devices.

Today, most of the employees use a thin-client device that connects them to a Citrix VDI environment provided by City of Litchfield Park. This proposal is one of several projects that will allow City of Litchfield Park staff to move away from the Citrix VDI solution and provide a more simplistic solution to manage end-user devices.

The proposed solution includes professional services and project coordination services to utilize the City of Litchfield Park M365 licenses which will allow Sentinel to utilize Microsoft Intune to deploy the new image to the laptops. Also included in this proposal is knowledge transfer to allow City of Litchfield Park staff the ability to manage the laptop devices using Microsoft Intune after the completion of this project.

The next section "Project Overview" highlights the main phases involved in this project. The "Scope of Work" section then lays out in further detail what is covered as part of this project. Finally, "Customer Responsibilities and Assumptions" details important assumptions Sentinel has made in discussion with City of Litchfield Park's Team.

Project Overview

Project Phases

Phase 1 - Solution Coordination Meeting

The Sentinel Solution Coordinator will schedule a meeting to review the Scope of Work (SOW) provided to the Customer. The Customer and Sentinel provided resources will be introduced and their relevant roles will be discussed. The Sentinel Coordinator will then schedule a time for a remote call by Sentinel Engineers in order to draft a Design Blueprint of the proposed work to be provided to the Customer. Solution implementation dates will also be identified and discussed at this time.

Phase 2 - Analysis & Design

Sentinel Engineers will inform the Customer of any design requirements that will need to be completed by the Customer's IT staff prior to the start of the next phase (such as provisioning of storage space, acquisitions of licenses, and other essential design components not covered within this document). The Blueprint document will also contain the install/cutover planning services. Upon acceptance of the work as detailed within the blueprint by the Customer, Sentinel Engineers and the Solution Coordinator will schedule specific dates and times appropriate for accommodating the nature of the work involved (i.e. work which will require outages will be scheduled during appropriate maintenance windows).

Phase 3 - Implementation

Sentinel Engineers will proceed with the implementation of all items specified within this SOW and further detailed within the Customer approved design document.

The Blueprint Design document will contain the solution installation plan and the test & acceptance document.



Phase 4 - Solution Completion

Upon conclusion of all other phases of work, the Solution Coordinator will provide the Customer with a solution closeout document for Customer signature. If no solution items remain open, then the Solution Coordinator will request Customer sign-off, thus providing administrative closeout.

Scope of Work

Planning and Pre-Engagement Preparation

- Identification of key Customer project team members with whom Sentinel will work to accomplish the tasks defined in this Scope.
- Review required hardware, software, networking, and facilities required to successfully complete this engagement.

Analysis & Design

General

- Analyze the current environment to make sure the environment is ready for infrastructure implementation based upon the assumptions laid out in the next section.
- Engage with the Customer team to brainstorm the technical requirements and use case design for the implementation.
- Develop specific requirements, design and use case specifications blueprint document based upon Customer discussion.

Implementation

Laptop Imaging

Sentinel will perform the following:

- Work with the City of Litchfield Park staff to develop the design blueprint which will be used to configure a single golden image to be pushed out to up to 40 laptops using Microsoft Intune.
 - This assumes all laptops will share the same golden image.
- Sentinel will install the following applications onto the golden image to be available to all users:
 - Microsoft Office Suite (i.e. Outlook, Word, Excel, Powerpoint, etc.)
 - Adobe Acrobat Reader
 - Palo Alto VPN Client
 - Any additional applications will be the responsibility of the City of Litchfield Park staff to install. Sentinel can install additional applications with an approved Project Change Request (PCR).
- Sentinel will include the following to the golden image:
 - MinuteTraq shortcut will be added to the desktop
 - D6000 Docking Station drivers will be installed
- Sentinel will provide knowledge transfer on the use of Microsoft Intune to help City of Litchfield Park staff to manage the laptops once this project is complete.

Installation / Cutover Planning Services

Installation/Cutover Planning – Prior to any cutover, the Lead Engineer on the project will provide a “Solution Installation and Cutover Plan” which details the following:

- Start time and end time, targeted for the maintenance window required for the cutover.
- Step-by-step plan for the work that is to be completed prior to, during, and after the installation.
- Task ownership for each of the tasks identified.
- Task durations for each of the tasks identified.
- Back-out plan, along with a timeframe for such.
- Test and acceptance plans to be executed.

Once the Solution Installation and Cutover Plan has been created, the Lead Engineer and Customer will collectively review and approve it. Prior to the cutover, a “go/no-go” call will take place to once again, review the Plan, ensure that all stakeholders involved are available, and ensure that all pre-cutover tasks have been completed successfully in preparation for the maintenance window. If Customer requests to cancel and/or reschedule a cutover, additional charges may apply. Sentinel will not be responsible for any impacts to Customer resource schedules as a result of a “no-go” call.



Solution Coordination

Sentinel will provide a Solution Coordinator. The Solution Coordinator will be responsible for:

- Optimal coordination of all Sentinel resources.
- Reporting of progress to Customer via email.
- Coordination of agreed implementation dates.
- Changes to the solution and communications of changes in writing using a Project Change Request (PCR) form.
- Post-installation solution completion agreement and signature:
 - Test & acceptance document – (Customer signature required).
 - Solution closeout document – (Customer signature required).

Sentinel Solution Coordination ensures Sentinel engineering resources are scheduled in line with agreed upon implementation dates and that required solution documentation is appropriately developed, submitted, and signed. If there are modifications to the SOW, then premium services may be required to ensure successful solution deployment. If there are modifications to the Scope of Work, additional services may be required to ensure successful solution deployment. Additional services can be added as needed through the Sentinel PCR process.

Customer Responsibilities and Assumptions

General

The following is a list of responsibilities and/or tasks that Sentinel assumes have been completed or reviewed by City of Litchfield Park to the execution of the above-mentioned project. If additional responsibilities are uncovered during the project, Sentinel will make sure that City of Litchfield Park is made aware of any issues promptly to determine resolution.

Project Exclusions

Any work item not explicitly listed as in scope or a Sentinel responsibility in this proposal shall be considered out of scope. Additional scope items may be added via the PCR process described herein.

Product Lead Times

Depending on the technologies quoted, orders may be direct or through distribution. Lead times should be expected to be 8 weeks but can exceed 8 weeks. Should expedited equipment requirements arise, there could be an additional charge to source through a warehousing distribution partner.

Permits & Access

Unless otherwise agreed, all permits, variances, access to facilities, roof access, building warranty concerns or other site specific information and procedures are the responsibility of the Customer. Sentinel can assist as needed, but will need to be informed of any requirements prior to the site survey to consider these within the validation process.

Remote Support

Sentinel's service estimate assumes remote access support through IP VPN or IP PPP connection. Without this access, additional services may be incurred for optimization and tuning required pre and post installation.

Travel Requirements And Cost

Unless specified within the proposal, all travel expenses and time are not included. Travel time shall be invoiced at pre-negotiated rates and expenses plus per diem at actual costs.

Existing Hardware Compatibility & Firmware Updates

Where Customer provides existing server or other hardware, it is assumed the Customer has verified all such hardware is compatible with the versions of the software specified within the scope. This includes relevant firmware updates. Sentinel will not be providing firmware updates to any servers as part of this Scope of Work.



3rd Party Integration

Unless noted otherwise, Sentinel assumes no reliance on 3rd Party applications, connections or plug-ins to software deployments and updates as specified in this scope. If during Analysis and Planning any required 3rd Party integration is uncovered, additional hours may be incurred.

Labor Union Requirements

Sentinel has NOT included any parameters for Union workers. Any requirement would require a subcontract arrangement to be determined up front and would increase the cost of deployment.

Customer Responsibilities

- Internal or third party resource coordination.
- Internal change management planning and impact awareness/notifications to end-users, as needed.
- Completion of any pre-requisite tasks identified in the blueprint design and cutover plans.
- Testing the solution per the agreed upon test plan and notifying Lead Engineer and Solution Coordinator of any issues.
- Approving/signing off on the blueprint design, test & acceptance and closeout documents provided by Lead engineer and Coordinator.

Excluded Services

- Microsoft or Excel project plans.
- Onsite initiation/kickoff meeting.
- Customer or third party resource coordination.
- Weekly status meetings.
- Weekly meeting minutes and logs detailing action items, risks, and issues.

Pricing Summary

Quote - Laptop Imaging Services

TOTAL PROJECT - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		Extended Price
Professional Services	\$	17,150.00
Project Total	\$	17,150.00

*Quote is valid until 02/27/2022

Plus applicable tax, shipping & handling

General Terms and Assumptions

- With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.



- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Sentinel makes no guarantees with respect to this product's compliance with any local, state, or federal privacy laws, including, but not limited to, the Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA), and Customer shall maintain all responsibility and bear all liability with regard to its compliance with such in relation to its use of this product. Customer shall indemnify and hold harmless Sentinel from any third party claims to arise out of any privacy violations with regard to this product.
- Fixed Fee Services will be progress billed monthly based on percentage of completion. Generally, services for all non-business impacting tasks are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If Customer requires, Contractor can perform some of these services outside of normal business hours at an overtime labor rate. Notwithstanding the above, services related to migrations, cutovers, or changes to critical core infrastructure are assumed to be performed outside of business hours and are included in the services pricing provided in this contract. For the fixed charges listed, the Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Appendix A, as annexed hereto as it pertains to work to be performed at designated customer locations. Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Customer and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price detailed above.

Payment Terms

All Invoices: Net 30

This quote is valid until 02 / 27 / 2022.

CUSTOMER:
City of Litchfield Park

Signature: _____

Printed Name: _____

Title: _____

Date: _____

P.O. #: _____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Richard Alvarado, Public Works Manager
Through: Matthew Williams, City Manager
Meeting Date: February 16, 2022

Recommended Motion:

MOVE TO APPROVE A COOPERATIVE PURCHASE CONTRACT WITH A&G TURF EQUIPMENT PURSUANT TO A CONTRACT BETWEEN A&G TURF EQUIPMENT AND THE MOHAVE EDUCATIONAL SERVICES COOPERATIVE IN AN AMOUNT NOT TO EXCEED \$60,645.86 FOR THE PURCHASE OF MOWING EQUIPMENT AND AUTHORIZE THE MAYOR TO EXECUTE THE REQUIRED DOCUMENTS.

Background/Discussion:

Current mowing equipment needs replacement due to age and unreliability. Staff recommends the mowing equipment be placed on a 5-year replacement plan. Mowers to be replaced have exceeded this 5-year replacement plan and have become unreliable when needed most.

Staff Recommendation:

Staff recommends approval of the quote provided by A&G Turf Equipment through the Mohave Purchasing Cooperative as presented.

Financial Impact:

The total cost will not exceed \$60,645.86, which is included in this year's 2021/22 budget.

Attachments:

Mohave Quote Estimate_G582611
City Agreement Cooperative Purchase Agreement A&G Turf Equipment
Award Documents
Extensions and Amendments



9.D.a

7:17:01 AM

**Estimate
G582611**

Page 1 of 1

Bill To:

-LITCHFIELD PARK, CITY of
214 W. Wigwam Blvd
Attn: Accts Payable
Litchfield Park AZ 85340
(623)935-5033

Salesman:
George Yandell

Ship To:

Make:
Model:
Serial:

This is an estimate only valid for 30-days

[illegible]

X _____
Any customer charging parts and/or services to an open account understand that said account is to be paid in full by the 10th day of the next month (Net 10th payable). Accounts not paid in full may be charged a service fee and/or interest fees not to exceed the maximum amount allowed by law. Any account that becomes past due may be placed on a COD basis until account is current. Deposits are required for all special ordered parts. Equipment left for over 30-days from completion of work will be sold for cost of repairs. Minimum freight charges will be applied to all special order parts and wholegoods. A&G Turf Equipment, Inc. can not be held responsible for lost or stolen equipment.

Sub Total	\$55,922.52
Phoenix 8.6%	\$4,723.34
Total	\$60,645.86

Attachment: Mohave Quote Estimate_G582611 (3767 : PW Equipment)

**AGREEMENT TO PROVIDE SERVICE
PURSUANT TO A COOPERATIVE PURCHASING CONTRACT**

This Agreement is made and entered into by and between the City of Litchfield Park, Arizona, a municipal corporation, hereinafter designated as "Litchfield Park" and A&G Turf Equipment hereinafter designated as the "Contractor."

Recitals:

- A.** Contractor has contracted with the Mohave Educational Services, Inc. (Mohave) pursuant to Contract No. 20E-A&G-0825 (the Cooperative Purchasing Contract); and
- B.** Pursuant to A.R.S. § 41-2631 et seq. and Litchfield Park City Code § 3-341E, Litchfield Park has authority to utilize cooperative purchasing contracts and engage Contractors under the terms thereof.

CONTRACTOR AND LITCHFIELD PARK, FOR THE CONSIDERATION HEREINAFTER SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Work.

Contractor shall provide the following: Super, Kawasaki FX1000 (35hp) 60", kit, mulch 60", Super Z, Kawasaki FX1000 (35hp) 72", kit, mulch 72", model B 27.0-HP Kohler EFI Command Engine, 48" mulch, HD Drive, Model T, 27.0-HP Kohler EFI Command Engine, 48" GHS as described in the Mohave Quote documents attached hereto as **Exhibit A**, which are incorporated herein by reference. As used in this Contract, all references in the Cooperative Purchasing Contract to Mohave Cooperative Purchasing shall mean the City of Litchfield Park, Arizona.

2. Completion of Work.

The Contractor shall provide the equipment on or before June 30, 2022.

3. Payment.

The purchase price is \$60,645.86. Payment to the Contractor for the services, materials and/or equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract.

4. Terms of Cooperative Purchasing Contract Apply.

All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 16th day of February, 2022.

CITY OF LITCHFIELD PARK:

Thomas L. Schoaf, Mayor

ATTEST:

Terri Roth, MMC, City Clerk

APPROVED AS TO FORM:

Gust Rosenfeld, PLC, City Attorney
By: Joseph D. Estes

CONTRACTOR:

Signature

Printed Name

Title

Attachment: City Agreement Cooperative Purchase Agreement A&G Turf Equipment (3767 : PW Equipment)

EXHIBIT A
SPECIFIC REQUIREMENTS/OPTIONS OF CITY

Attached: A&G Turf Equipment Mohave Quote, Mohave Award Documentation, Mohave Extensions and Amendments

Notices: All notices required under the Contract shall be sent to:

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

Delivery Location:
City of Litchfield Park
214 W. Wigwam Blvd
Litchfield Park, AZ 85340

Attachment: City Agreement Cooperative Purchase Agreement A&G Turf Equipment (3767 : PW Equipment)



Award Documents

20E-A&G-0825 A&G Turf Equipment, Inc.

20E-A&G-0825 Award Letter	2
20E-A&G-0825 Offer and Acceptance Form	5
20E-0521 Signed Award Recommendation	6
20E-0521 Evaluator Agreements	9
20E-A&G-0825 Federal and State Excluded Parties Documents	12

Attachment: Award Documents (3767 : PW Equipment)

Click section title to be taken directly to that section.

4/5/18 EH



NOTIFICATION OF AWARD LETTER

August 14, 2020

**Sent this day via email to kmathis@agturf.com
mathis623@cox.net**

Kevin M. Mathis, Director of Operations
A&G Turf Equipment, Inc.
7 N 43rd Avenue
Phoenix, AZ 85009

Congratulations, A&G Turf Equipment, Inc.'s response has been awarded a contract under RFP 20E-0521. Attached is a copy of the Mohave signed *Offer and Acceptance Form*. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

Your organization is bound by the terms of this contract; **only items specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to A&G Turf Equipment, Inc. In the event you receive a purchase order from a member that does not contain the "MESC REVIEWED" stamp, it should be faxed to (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive an "MESC Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at (<http://www.mesc.org/resources-brochures>) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

The procurement file for RFP 20E-0521 was made available for public inspection on August 11, 2020.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, contact information, or other information about your contract. Email back any changes as soon as possible to maria@mesc.org.

Your contract number is 20E-A&G-0825 and will take effect on August 25, 2020.

If you have any questions regarding your new contract, please call me at (928) 718-3237. We look forward to working with you and your company in the future.

Sincerely,

Maria T. Brissette
Contract Specialist I

NOTES ON AWARD FOR: Contract Vendor's Name

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to (service.mesc.org/PVF/plist.php) to assist in meeting this due diligence responsibility.
- Financial information included under Tab 2 of your response will be kept confidential.
- All products must be priced using contract pricing approved by Mohave.
- All quotes shall include your contract # 20E-A&G-0825.
- **Promotional Pricing (temporary pricing reductions):** Your contract includes terms and conditions that allows your firm to offer temporary pricing reductions. A Promotional Pricing Offer allows you to provide products and services to members at a reduced cost for a limited time basis. Promotional pricing may increase your contract usage and exposure to members. Mohave encourages promotional pricing under the awarded contract to provide additional value to members. Promotional pricing requests are typically reviewed and approved the same day as submitted. Some reminders regarding pricing reductions:
 - Promotional Pricing may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave.
 - Promotional Pricing (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope.
 - Promotional Pricing limited to a single member are not acceptable.
 - Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member.
- Mike Nentwig CPPB will be the Contract Specialist assigned to your Mohave contract. Send requests for pricing updates or contractual inquiries to Mike Nentwig, CPPB – mike@mesc.org after the contract effective date of August 25, 2020. *All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.*
- Do not provide any goods/services until you receive a Mohave reviewed purchase order.
- Quick payment discounts must be approved by Mohave before being offered to members, and must be available equally.
- Order cycle overview:
 1. Member forwards purchase orders to Mohave. Vendor is A&G Turf Equipment, Inc.
 2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to A&G Turf Equipment, Inc.
 3. A&G Turf Equipment, Inc. provides product/services.
 4. A&G Turf Equipment, Inc. invoices member.
 5. Member pays A&G Turf Equipment, Inc.
 6. A&G Turf Equipment, Inc. sends Usage and Reconciliation Report to Mohave.
 - 7 A&G Turf Equipment, Inc. remits administration fee monthly, based on invoices paid.
 8. Mohave audits selected purchases.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 20th of each month. **Mohave's Audit Specialist will contact you and provide you with a sample report, based on reports provided under contract 15G-A&G-0824.**
- If no invoices were paid under the contract in the previous month, you may send an email to adminreport@mesc.org advising of no sales to report for the month.
- Because you have an existing Mohave contract, we want to address how to properly report invoices on your monthly reconciliation reports because it may be necessary to submit two separate reports until all old contract purchases are closed:

NOTES ON AWARD FOR: Contract Vendor's Name

- Line item purchase orders that remain open under 15G-A&G-0824 should be reported on 15G-A&G-0824 reconciliation reports until completion of the project.
- Blanket purchase order invoices with a ship date prior to, or on August 24, 2020 should be reported on the 15G-A&G-0824 reconciliation report.
- New purchase orders issued under the 20E-A&G-0825 contract should be reported under 20E-A&G-0825 reconciliation reports.
- Blanket purchase order invoices with a ship date after August 24, 2020 should be reported on the 20E-A&G-0825 reconciliation reports.
- Administration fee payments should be mailed to:
Mohave Educational Services
625 E. Beale St.
Kingman, AZ 86401
- In order to assist members with new contract award notices, Mohave will be releasing your contract award information to the members prior to August 25, 2020. Information regarding your contract award will be posted to our website and will be made available in our product vendor finder. Pricing from your awarded contract will also be made available to our members. All of this information will be accessible by our members before August 25, 2020. You may provide quotes to members for this contract. However, it will be your responsibility to inform members the contract is not effective until August 25, 2020, and members should not be processing purchase orders until that date. Acting on purchase orders (delivering products or services) prior to August 25, 2020 **is a violation of the contract**. Please ensure that your staff is aware of the effective date August 25, 2020, in order to avoid contract confusion.
- We feature marketing information about your current contract in the product vendor finder on our website. Please visit our website (www.mesc.org) and go to the "All Products/Vendors" under the "Contracts & Solicitations" menu. Find your company from the list and click on your name. Once on your company information, review the "About Vendor" section of the "Overview." Confirm in writing if that information is still accurate, or if changes need to be made. Mohave reserves the right to edit information for content or length. **Email this information to maria@mesc.org no later than August 20, 2020.**
- In your firm's pricing workbook Section Three Document Fees, you stated, *"If the member is financing through Sheffield financial then there will be a \$125 documentation fee."* Leasing services were not requested in RFP 20E-0521. State your understanding that leasing would not be allowed under an awarded contract. **Remove this statement and provide revised pricing workbook on Excel no later than August 20, 2020.**
- In Tab 5 additional point of sale, your firm included information regarding power generators for home use. Generators are requested in the RFP as only ancillary to power grounds maintenance equipment, and not to be sold for any other use. **Email your understanding to maria@mesc.org no later than August 20, 2020.**

Attachment: Award Documents (3767 : PW Equipment)

**Offer and Acceptance Form
(Place after Tab 1a)**

**RFP 20E-0521
Utility Vehicles, Tractors, Golf Carts,
Grounds Maintenance Vehicles, Equipment and Services**

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in all terms, conditions, specifications and amendments. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number: 86-0635798

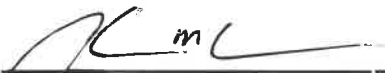
Company Name: A&G Turf Equipment, Inc

Address: 7 N 43rd Ave City: Phoenix State: Arizona Zip: 85009

Telephone Number: (602) 443-3072

The *Offer and Acceptance Form* should be submitted with a signature of the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the *Offer and Acceptance Form*, or to make other notations as indicated, may result in rejection of proposal.

Authorized Signature



Printed Name: Kevin M. Mathis

Title: Director of Operations

Primary Email: kmathis@agturf.com Alternate email: mathis623@cox.net

*Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used **only** if the primary email address is not valid.*

The contract vendor shall not commence any billable work or provide any material or service under this contract unless and until contract vendor receives a purchase order with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)

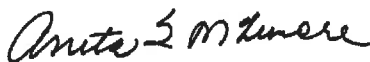
Your Proposal is Hereby Accepted:

As an awarded contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions. Your firm has been awarded all products and services, unless noted in your Notification of Award Letter.

This contract shall be referred to as Contract Number 20E-A&G-0825

Awarded this 11th day of August 2020.

This contract shall be effective the 25th day of August 2020.



Anita S. McLemore, C.P.M., Executive Director
Mohave Educational Services Cooperative, Inc.

RFP 20E-0521 2



Date: August 10, 2020

To: Anita S. McLemore, C.P.M., Executive Director

Through: Nancy Colbaugh, CPPB, Contracts Manager

From: Maria Brissette, CPPB, Contract Specialist I

Subject: Award Recommendation for RFP 20E-0521, Utility Vehicles, Tractors, Golf Carts, Grounds Maintenance Vehicles, Equipment and Services

On May 21, 2020, Mohave received six responses to RFP 20E-0521. All were determined to be acceptable for further consideration after the initial evaluation. Mohave conducted discussions with six offerors. Six best and final offers were requested, and six offerors responded. Six of the responses were determined to be acceptable for further consideration.

The offers were evaluated using the criteria set forth in the solicitation. The following is a summary of the final scores utilizing the Heisman method of ranking:

Offeror	Maria Brissette	James Craig	Aracely Rivas	Avg Rank	Total Points (Used as a tie-breaker)
Deere & Company	1	2	1	1.33	
A&G Turf Equipment, Inc.	2	3	2	2.33	284.13
Simpson Norton Corporation	3	1	3	2.33	283.50
Clark Equipment Company dba Bobcat Company	4	5	4	4.33	
Palmerosa Enterprises, INC dba AERO Equipment Rental & Sales	5	4	5	4.67	
Gatormoto Utility Vehicles and More LLC, dba Moto Electric Vehicles	6	6	6	6.00	

Attachment: Award Documents (3767 : PW Equipment)

RFP 20E-0521 Award Recommendation

Details for the recommended awards are as follows:

- Deere & Company was the number one scoring offer. They are the manufacturer and sole provider of John Deere, and Frontier Farm and Ranch Equipment. They have a large base of clients in Arizona. They provided a 1% to 4% tiered volume discount for three to nine units purchased.
- A&G Turf Equipment, Inc. was the number two scoring offer. As a dealer, they were the only offeror to provide American Honda; Chevron North America (EGO); Classen Turf Care; Husqvarna; Hustler Turf Equipment; Kawasaki Motors Corp., U.S.A.; Kohler Industries; STIHL Incorporated (hand-held and walk behind equipment); Tru-Cut Manufacturing Inc.; and Walker Manufacturing Company. A&G Turf Equipment, Inc. was the second highest scorer for Billy Goat Industries Inc., Bluebird Turf, Echo Incorporated (Shindaiwa-USA), and STIHL Incorporated (power tools). They have a large base of clients in Arizona. They offered repairs, maintenance, and warranty services for 27 different manufacturers at their location. They provide emergency repairs at the member's location. They provided the lowest hourly labor rate. Additionally, they offered the following: volume discounts of 2% or 5% for four different manufacturers; used, reconditioned, and refurbished items; and rental equipment. They offered 12-month, 24-month and 36-month "Kawasaki Protection Plus" extended warranties for Kawasaki UTV's.
- Simpson Norton Corporation was the number three scoring offer. As a dealer, they were the only offeror to provide Broyhill Golf Turf Equipment, Edgeller and Harper Farm Equipment, Foley United, Golf Lift, Lely North America, Rahn Equipment Company, and The Toro Company. They have a large base of clients in Arizona. They offered repairs, maintenance, and warranty services for 12 different manufacturers at three Arizona valley locations. They provide maintenance services and warranty repairs at members' locations; and provide a "text for service" support number to a designated representative for maintenance questions and service requests. They offered used, reconditioned, and refurbished equipment.
- Clark Equipment Company dba Bobcat Company was the number four scoring offer. Clark Equipment Company is the manufacturer for Bobcat. They are the only offeror to provide Steiner products. They were the second highest scoring offer for Ryan Turf. They provided a 1% volume discount on four or more Bobcat units. They provided "Protection Plus" extended warranties skid steers, compact track loaders, and all-wheel steer loaders.
- Palmerosa Enterprises, INC dba AERO Equipment Rental & Sales was the number five scoring offer. As a dealer, they were the only offeror for Bearcat, Club Car, Gravely Farm Equipment, LLC., and Redexim. They provided the most advantageous discounts for the following manufacturers held in common with other recommended offerors: Billy Goat Industries Inc.; Bluebird Turf; Echo Incorporated (Bearcat & Shinai-USA); Ryan Turf; and STIHL Incorporated (power tools). They offered repairs and maintenance services for 27 different manufacturers at their location.

The evaluation committee determined a single award was not advantageous for Mohave's members. The solicitation authorized multiple awards to meet the needs of Mohave's large number of various types of members located throughout Arizona. This is a statewide contract aimed at providing known manufacturers for utility vehicles, tractors, golf carts, grounds maintenance vehicles, equipment and services. No single offer demonstrated the ability to effectively, and efficiently meet all our members' needs for utility vehicles, tractors, golf carts, grounds maintenance vehicles, equipment and services.

Award is recommended to the least number of offerors determined necessary to meet the members' requirements. The decision was based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

The criteria for selecting offerors for multiple contracts shall be based upon considerations for members' experience with existing utility vehicles, tractors, golf carts, grounds maintenance vehicles, equipment and services, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria.

None of the offerors recommended for award are on the United States General Services Administration's Excluded Parties List, or on the Arizona Department of Administration Excluded Parties List.

RFP 20E-0521 Award Recommendation

The current contracts under RFP 15G-0508 expire on August 24, 2020. It is recommended the awards under RFP 20E-0521 take effect on August 25, 2020.

It is the recommendation of the evaluation committee that contracts be awarded to A&G Turf Equipment, Inc., Clark Equipment Company dba Bobcat Company, Deere & Company, Palmerosa Enterprises, INC dba AERO Equipment Rental & Sales, and Simpson Norton Corporation for Utility Vehicles, Tractors, Golf Carts, Grounds Maintenance Vehicles, Equipment and Services.

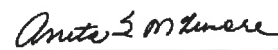
Not recommended for award

Gatormoto Utility Vehicles and More LLC, dba Moto Electric Vehicles – Gatormoto Utility Vehicles and More LLC, dba Moto Electric Vehicles received a lower score than those recommended for award. There were no apparent price or performance requirements to substantiate award of this lower scoring proposal.

Approval of the # 20E-0521 award as recommended:

Signature: 
Nancy Colbaugh, CPPB
Contracts Manager

Date: August 10, 2020

Signature: 
Anita S. McLemore, C.P.M.
Executive Director

Date: August 11, 2020

Attachment: Award Documents (3767 : PW Equipment)

RFP 20E-0521 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORMNAME and TITLE Maria T. Brissette, CPPB, Contract Specialist I EMPLOYER Mohave CooperativeADDRESS 625 E. Beale St., Kingman, AZ 86401PHONE 928-718-3237Contract Specialist working with: Maria Brissette, CPPB, Contract Specialist I**Statement of Understanding****(Initial each section to indicate your understanding of the requirement)**MB I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.*The RFP evaluation criteria is as follows:***Basis of award:** Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.**Responsive proposals:** A responsive proposal reasonably and substantially conforms to all material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.**Responsible offeror:** A responsible offeror is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Mohave must determine an offeror to be responsible before awarding a contract to offeror.**Reasonably susceptible of being awarded:** A proposal is acceptable if it is determined to be reasonably susceptible of being awarded a contract in accordance with the evaluation criteria and a comparison and ranking of original proposals. Proposals to be considered reasonably susceptible of being awarded a contract shall, at a minimum, demonstrate the following:

- Affirmative compliance with mandatory requirements designated in this solicitation.
- An ability to deliver goods or services on terms advantageous to members sufficient to be entitled to continue in the competition.
- That the proposal is technically acceptable as submitted.

Weighted evaluation: Mohave reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Any offeror scoring 0 (zero) in any required area may be considered nonresponsive.MB I understand that Mohave will consider my evaluation along with evaluations by other professionals. However, I also agree that Mohave is under no obligation to accept my evaluation, except as advisory. I also understand that Mohave will hold my employer and/or me harmless if any vendor or interested party protests any award or lack of award made by Mohave under the terms of this solicitation.MB I agree not to discuss my evaluation or any of the evaluation process prior to the announcement of an award, as required by Arizona statute (per ARS § 41-2616, C).MB I confirm that I have not received gratuities in the form of entertainment, gifts, or otherwise, that have been offered by any of the bidders responding to this solicitation with a view toward securing a contract.*Mohave may publicly thank members of the evaluation committee who are not employed by Mohave on our website. By making your selection below, this will indicate your understanding that we may publicly recognize your help with the evaluation process. Please indicate if wish or do not to be thanked in this manner, by indicating with Yes or No answer below:*✓ (Yes) (No)**Please indicate your answer by signing your initials in the appropriate boxes**☐

New Evaluator

☒

Returning Evaluator

The Arizona Revised Statutes (ARS) place some restrictions with which you must comply regarding conflict of interest not only for yourself but also your relatives (Relative means: spouse, child, child's child, parent, grandparent, siblings (full or half-blood) and their spouses, and the parent, sibling or child of a spouse, pursuant to ARS 38-502). You are required to complete the following form to determine that you're in compliance with these provisions. This form must be completed every time you participate in a contract evaluation.

Business Interest

Are you, or any of your relatives, involved in any ownership, employment, public or private affiliations, or special arrangements which may have a substantial (Substantial means: any pecuniary or proprietary interest, either direct or indirect, other than a remote interest) interest in any contract, sale, purchase, or service involving Mohave or any of Mohave's contracts, vendors or members?

☒

No

☐

Yes

Please describe below (attach sheet if necessary):

Liability

Violating Arizona's conflict of interest laws have significant consequences which include, but may not be limited to:

1. Intentionally or knowingly violating any provision of sections 38-503 through 38-505 is guilty of a CLASS 6 FELONY.
2. Recklessly or negligently violating any provision of sections 38-503 through 38-505 is guilty of a CLASS 1 MISDEMEANOR.

MB

I understand that I may be held personally liable for costs associated with violating Arizona's conflict of interest laws.

I also acknowledge that I am responsible for knowing and understanding Arizona's conflict of interest laws available in A.R.S. 38-501 through 38-510.

Signature

M. BrissetteDate May 28, 2020

Signature by Mohave:

Anita S. M. Moore**Mohave Educational Services Cooperative, Inc., 625 E. Beale St. Kingman AZ, 86401**

RFP 20E-0521 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE James Craig - Boyer EMPLOYER City of Yuma
 ADDRESS One City Plaza PHONE 928-373-5104

Contract Specialist working with: Maria Brissette, CPPB, Contract Specialist I

Statement of Understanding

(Initial each section to indicate your understanding of the requirement)

QC I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.

The RFP evaluation criteria is as follows:

Basis of award: Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

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QC I understand that Mohave will consider my evaluation along with evaluations by other professionals. However, I also agree that Mohave is under no obligation to accept my evaluation, except as advisory. I also understand that Mohave will hold my employer and/or me harmless if any vendor or interested party protests any award or lack of award made by Mohave under the terms of this solicitation.

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QC I confirm that I have not received gratuities in the form of entertainment, gifts, or otherwise, that have been offered by any of the bidders responding to this solicitation with a view toward securing a contract.

Mohave may publicly thank members of the evaluation committee who are not employed by Mohave on our website. By making your selection below, this will indicate your understanding that we may publicly recognize your help with the evaluation process. Please indicate if wish or do not to be thanked in this manner, by indicating with Yes or No answer below:

____ (Yes) ✓ (No)

Please indicate your answer by signing your initials in the appropriate boxes

☐ New Evaluator

QC Returning Evaluator

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QC No

☐ Yes

Please describe below (attach sheet if necessary):

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I also acknowledge that I am responsible for knowing and understanding Arizona's conflict of interest laws available in A.R.S. 38-501 through 38-510.

Signature James Craig

Date 5/28/20

Signature by Mohave: Anita S. M. Moore

Mohave Educational Services Cooperative, Inc., 625 E. Beale St. Kingman AZ, 86401

MSC 11/21/19

RFP 20E-0521 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Aracely Rivas, Audit Specialist EMPLOYER MESC
ADDRESS 625 E. Beale St. Kingman, AZ 86401 PHONE (928) 718-3226
Contract Specialist working with: Maria Brissette, CPPB, Contract Specialist I

Statement of Understanding
(Initial each section to indicate your understanding of the requirement)

☒ I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.

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Basis of award: Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

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☒ No

☐ Yes Please describe below (attach sheet if necessary):

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1. Intentionally or knowingly violating any provision of sections 38-503 through 38-505 is guilty of a CLASS 6 FELONY.
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I also acknowledge that I am responsible for knowing and understanding Arizona's conflict of interest laws available in A.R.S. 38-501 through 38-510.

Signature

Date 05/28/200

Signature by Mohave:

Mohave Educational Services Cooperative, Inc., 625 E. Beale St. Kingman AZ, 86401

SAM Search Results
List of records matching your search for :
Search Term : A&G Turf Equipment, Inc*
Record Status: Active

No Search Results

Browser: Tue May 26 4:07:33 PM Maria Brissette-work
 URL: spo.az.gov
 Page Title: Suspended and Debarred Firms | State Procurement Office

Navigation: AZ Census 2020 Visit OpenBooks Ombudsman/Citizens Aide Get the facts on COVID-19 AZ Gov az.gov

ARIZONA

DEPARTMENT OF ADMINISTRATION
PROCUREMENT

The online home of the Arizona State Procurement Office

Home > Resources > State Procurement Resource Library > Suspended and Debarred Firms

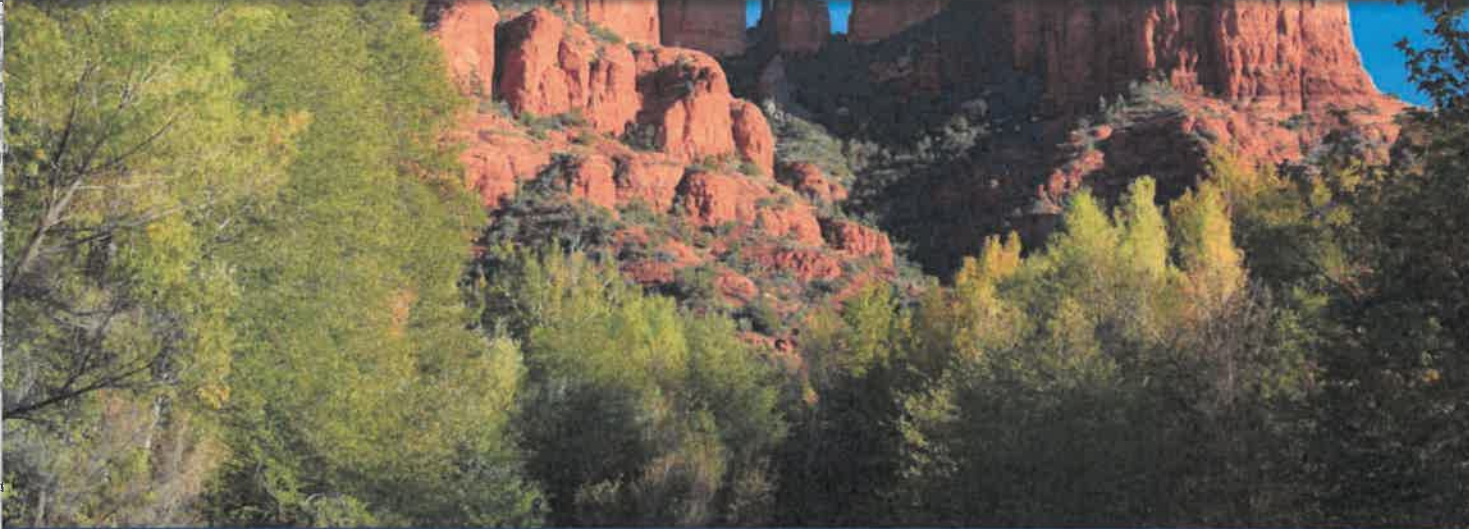
Suspended and Debarred Firms

Procurement Resource Library | Procurement Regulations | Standard Procedures | Forms and Documents | **Suspended and Debarred Firms**

SUSPENDED AND DEBARRED FIRMS

SPO is responsible for maintaining a list of firms that are suspended or debarred from doing business with the State of Arizona.

THERE ARE NO SUSPENDED OR DEBARRED FIRMS AT THIS TIME.





ARIZONA

Official Website of the State of Arizona



Contact Us

State Procurement Office, ADDA
 Building
 100 N. 15th Ave., Suite 402
 Phoenix, AZ 85007
[Find in Google Maps](#)





Extensions & Amendments

20E-A&G-0825 A&G Turf Equipment, Inc.

20E-A&G-0825 Contract Extension Effective 8/25/2021 2

20E-A&G-0825 Contract Amendments 7

Mohave Contract Extension periods are for one year following the effective date, unless noted otherwise.

Click section title to be taken directly to that section.

4/5/18 EH

7/12/2021



**Modification of Contract
(Contract Extension)
(Page 1 of 3)**

Kevin Mathis
A&G Turf Equipment, Inc
7 N 43rd Ave
Phoenix, AZ 85009

RE: Contract # 20E-A&G-0825 modification of contract through an extension of contract is made by, and between, A&G Turf Equipment, Inc and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave requests to extend contract 20E-A&G-0825 for a period of one (1) year, beginning 8/25/2021. The extension shall be under the same terms and conditions contained therein.

Provide your agreement to extend by completing the appropriate information below and on the following pages. If the contract is extended, A&G Turf Equipment, Inc agrees to provide products or prices as per 20E-0521.

By signing this Modification of Contract, you hereby certify to the best of your knowledge and belief that your firm complies with Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, 2 CFR § 200.450 and Federal Acquisition Regulation 52.203-11

We agree to **modify** and **extend** the contract as specified above, abiding by the current terms and conditions, and any attached clarifications.

Signature: [Signature] Title: Director of Operations
Typed/Printed Name: Kevin M. Mathis Date: 7-12-21

Upon your signed, executed Modification of Contract through a Contract Extension, you shall be bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.

[Signature]

Nancy Colbaugh, CPPB
Contracts Manager
Mohave Educational Services Cooperative, Inc.
625 East Beale Street | Kingman, AZ 86401
Phone 928-718-3228 | Fax 928-718-3232

If all pages of this notice are not received at Mohave's Kingman office on, or before, 8/25/2021, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or 928-718-3232.

To terminate the contract effective 8/25/2021, email or fax a notice of your request to cancel the contract to contracts@mesc.org or 928-718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 8/25/2021 may result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

Attachment: Extensions and Amendments (3767 : PW Equipment)

Modification of Contract (Contract Extension)

(Page 2 of 3)

Requested Pricing Modifications

We list your contract as utilizing Percent off retail. Please confirm the following regarding pricing under your contract:

____ Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 8/25/2022.

☒ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

____ We are requesting a price modification. A price list/catalog will be submitted by _____. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract extension until it has been reviewed and a Contract Modification through a pricing update/product addition has been issued. Current contract pricing will remain in effect until this process is complete.

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
A&G Turf Equipment, Inc
7 N 43rd Ave
Phoenix, AZ 85009

Remit to: A&G Turf Equipment, Inc
Accounts Receivable
7 N 43rd Ave
Phoenix, AZ 85009

Member Contact: George Yandell
Contract Administrator: Kevin Mathis
Phone Number: 602-418-0014
Fax Number: 602-443-3098

Vendor Logo

Currently, we have the following logo on file for use on our website in our product/vendor finder:



If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Attachment: Extensions and Amendments (3767 : PW Equipment)

An official website of the United States government [Here's how you know](#)



Planned Maintenance Schedule [Show Details](#)
Jun 29, 2021



[See All Alerts](#)

Recognize and Avoid Phishing Emails
[Show Details](#)
Aug 25, 2020



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Search

Select Domain
Entity Information +

[All Entity
Information](#)

[Entity Registrations](#)

[Disaster Response
Registry](#)

[Exclusions](#)

Filter By —

Keywords



**No matches
found**

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

[Go Back](#)

Attachment: Extensions and Amendments (3767 : PW Equipment)

Classification 

Excluded Entity 

Entity Name

A&G TURF EQUIPMENT, INC. (073492993) 

DUNS Unique Entity ID

SAM Unique Entity ID

CAGE / NCAGE

Federal Organizations 

Exclusion Type 

Exclusion Program 

Location 

Dates 

More Filters 

Reset 

Attachment: Extensions and Amendments (3767 : PW Equipment)



Feedback

Our Website	Our Partners	Policies	Customer Service
About This Site	Acquisition.gov	Privacy Policy	Help
Our Community	USASpending.gov	Disclaimers	Check Registration
Release Notes	Grants.gov	Freedom of Information Act	Federal Service Desk
System Alerts	More Partners	Accessibility	External Resources
			Contact



This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Attachment: Extensions and Amendments (3767 : PW Equipment)



20E-A&G-0825

Contract Amendments

Attachment: Extensions and Amendments (3767 : PW Equipment)



9/16/2021

Mohave Contract
20E-A&G-0825

A&G Turf Equipment, Inc
Via Email

Agreement to Modify/Amend the Terms and Conditions of the Existing Contract

In order for Mohave Educational Services Cooperative, Inc.'s (Mohave's) contracts to comply with Federal Education Department General Administration Regulations (EDGAR) requirements and 2 CFR § 200.216 and/or 2 CFR § 200.471, Mohave is modifying/amending its existing contracts. Please review, initial next to the requirement, sign at the bottom of the contract modification/amendment and return to Mohave no later than September 24, 2021.

Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment: Offeror agrees that it will not provide equipment, services or systems that do not comply with 2 CFR § 200.216 and/or 2 CFR § 200.471.

Initial Agreement as the Authorized Representative of the Contract Vendor.

Failure to sign and return amendment by the close of business on September 24, 2021, may result in your contract being placed on hold or canceled.

Modification/Amendment takes effective September 27, 2021.

Kevin Mathis
A&G Turf Equipment, Inc

Dated 09-23-21

Dated: September 16, 2021
Anita McLemore, Executive Director
Mohave Educational Services Cooperative, Inc.

Mohave Educational Services Cooperative, Inc.
625 E. Beale St. • Kingman • AZ • 86401 • 928-753-6945 • www.mesc.org

Attachment: Extensions and Amendments (3767 : PW Equipment)

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Susan Slagle, Director of Human Resources
Through: Matthew Williams, City Manager
Meeting Date: February 16, 2022

Recommended Motion:

**MOVE TO ADOPT RESOLUTION 22-510 RELATED TO PERSONNEL POLICY HR-2033
TIMEKEEPING.**

Background/Discussion:

Revisions made to follow current process and timekeeping system.

Staff Recommendation:

Staff recommends adoption of the updates to these policies.

Financial Impact:

None.

Attachments:

Resolution 22-510 Timekeeping
Timekeeping only markups no comments

**CITY OF LITCHFIELD PARK
RESOLUTION NO. 22-510**

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, COUNTY OF MARICOPA, ARIZONA, AMENDING THE PERSONNEL POLICY MANUAL OF THE CITY OF LITCHFIELD PARK, ARIZONA, BY AMENDING POLICY NUMBER HR-2033 TIMEKEEPING, ESTABLISHING GUIDELINES FOR PROCEDURES FOR TIMEKEEPING; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, Section 3-3-3 of Article 3-3 of Chapter 3 of the Litchfield Park City Code provides that the City Council may adopt by resolution, rules and regulations concerning personnel administration for its employees, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Litchfield Park, Arizona, that attached hereto are the amended Personnel Policies, and that the same are hereby adopted and made a part of the Personnel Policy Manual for all employees of the City of Litchfield Park; and

FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this resolution are hereby repealed.

FURTHER RESOLVED, that if any section of this resolution is held to be invalid by a court of competent jurisdiction all other sections will remain in full force and effect.

FURTHER RESOLVED, that this Resolution and the amendments to the Personnel Policies attached hereto shall be effective on the date of adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Litchfield Park, Arizona, this 16th day of February, 2022.

Thomas L. Schoaf, Mayor

ATTEST:

Terri Roth, MMC, City Clerk

APPROVED AS TO FORM:

Gust Rosenfeld, PLC, City Attorneys
By: Joseph D. Estes

ATTACHMENTS:

HR 2033 Timekeeping

Attachment: Resolution 22-510 Timekeeping (3764 : Res. 22-510 Timekeeping)

[LP1]

Timekeeping

1. PURPOSE

The purpose of this policy is to accurately track and record employees' working hours to calculate the correct amount of wages due employees and meet recordkeeping requirements under federal and state wage-hour laws. The City also collects data on employees' working hours for purposes of budgeting internal cost and measuring employee productivity.

2. SCOPE

This policy applies to all non-exempt employees.

3. DEFINITIONS

The terms "clock in," and "punch in" (or out) are one and the same. It refers to the method whereby an employee records and/or transmits their time to the timekeeping system. Failure to use the timekeeping system as required may result in disciplinary action, up to and including termination.

- A. Director/Manager/Supervisor: The individual within the department who has fiscal and operational authority.
- B. Designee: Any individual other than the timekeeper who has been given authority by the Director/Manager to approve changes in employee timecards.
- C. Timekeeper: The individual assigned to maintain the timekeeping records for the department.
- D. Employee: Individuals who work within the department who charge time against the departmental account.

Responsibilities	Dept. Mgr/Sup. Or Designee	Timekeeper	Employee
Record start and end times including lunch using the computer or pin pad			X
Review missed punches, employee accruals and other paid absences on a daily basis		X	X
Enter corrections in timekeeping for employees		X	
Enter corrections into timekeeping for timekeeper	X	X	

3. POLICY

The City must keep accurate records of employees' working hours to:

- meet requirements under federal and state law;
- ensure paychecks are written for the correct amounts;
- adjust employees' accrued leave balances and other benefit accounts dependent on employees' earnings or hours worked; and
- allocate costs to appropriate City accounts.

Accordingly, all employees must keep accurate records of their working hours and report those hours in accordance with this policy.

In order to ensure consistency of treatment for employees, the data recorded in the timekeeping system shall be considered as the "official" record of the workday. Any disputes over actual hours worked or attendance will be resolved by referring to the official timekeeping records.

It is recognized that in certain situations (e.g. clock malfunction) that it will be necessary to correct or enter missing data. These changes will be carefully documented via the notes section of the timesheet or a manual entry form from the Department Head/Supervisor to the timekeeper, who will make edits and notes on the timesheet.

The timekeeping system automatically tracks and manages employee hours and applies City of Litchfield Park pay rules prior to transmitting the data to payroll.

A. Responsibilities

- I. Non-exempt (hourly) employees must record time and attendance via the City's timekeeping system. The timesheet must be approved by the Employee and their Department Head or supervisor each pay period.
- II. Exempt employees will be required to track leave (vacation, sick, personal, holiday, etc.) via the timekeeping system. They must have 80 hours for the pay period between leave and hours worked^[LP2].
- III. ~~Non-exempt~~Part-time/Seasonal employees will be required to track leave (vacation, sick, personal, holiday, etc.) via the timekeeping system.
IV.
- IV. Daily Clock In/Out: It is the responsibility of each non-exempt employee to clock in and out at the beginning and end of each scheduled workday and lunch in order to be compensated for the time worked and to report his/her time worked, meal periods, and /or leave accurately and completely for each pay period.

~~V.~~

- A. Employees generally clock in and/or out four times daily: at the beginning and end of the workday and before and after lunch. Employees shall punch out before any period of leave or break of more than 20 minutes. Employees shall obtain their Department Head's approval for any non-routine or unscheduled breaks, as well as any leave.
- ~~B.~~ All employees leaving for personal reasons during the day must clock out when leaving and back in upon returning.

~~C.B.~~

~~D.C.~~ Department Heads have the option to allow automatic meal deductions for certain employees. Automatic meal deductions will be primarily used for employees who work away from home base during meal breaks. Automatic meal deductions should not be used just because an employee does not remember to clock in or out.

~~E.D.~~ Employees shall not clock in more than five (5) minutes prior to the beginning of their work shift or clock out more than five (5) minutes following the end of their shift. Any deviation from this policy requires supervisor approval.

~~F.E.~~ Employees should be ready to work as soon as they clock in. Likewise, employees should avoid any work off-the-clock before they have punched the clock at the beginning of the day or after they have punched out. Where there is a significant difference—for example, five minutes—between time actually worked and time recorded as worked on a timesheet, employees using the online timesheet should enter a note into the "Note" section, while employees using the pinpad will complete a manual time clock entry form and document the reason on the form. The manual time clock entry form must be signed by the employee and the employee's Department Head before an adjustment in the timekeeping system can be made.

~~G.F.~~ Employees asked to work off the clock shall report the request to the Department Head or the Director of Human Resources.

~~G.~~ Use of notes and manual entry forms: Employees are to use the notes and manual entry forms to add clocked in or out times that result from being off site. Neither method should be used as an alternative method to clocking in and out when the employee is working on site. "Forgetting" to clock in or out frequently is not an acceptable reason to complete manual entry forms. While this may happen occasionally, it should be the exception to the rule and not the standard. Excessive use of the form by employees who are not working off site will be reported to the Department Head. Employees having more than six (6) manual entries for forgetting to clock in or out in a one (1) month period shall be disciplined.

- ~~H.~~
H. At the end of each pay period, Department Heads or their designee must review the timecards and resolve any discrepancies by completing manual entry forms. Any changes to the timecards must be approved by the employee and the Department Head. Once the manual entry forms have been input to make timecard changes, the employee and the Department Head will approve the revised timecards and forward the cards to the person in charge of completing the department's payroll prelist.
- ~~J.~~
J. Employees are strictly forbidden from clocking in or clocking out for another employee.
- ~~K.~~
K. Employees are strictly forbidden from clocking in or clocking out remotely.

~~J.~~
J.

- ~~M.~~
N. Any falsification or misrepresentation of time and attendance information shall result in disciplinary action, up to and including termination. Department Heads and Supervisors approving timesheets are responsible for ensuring that work, and leave time reported accurately reflects each employee's activity for each pay period and validate this by approving the employees timesheet.
- ~~O.~~
O. Intentional errors in reporting hours worked, can result in serious consequences to the individuals involved.

- ~~P.~~
P.
- IV. All employees are required to approve their timesheet no later than the deadline set for their department. If at all possible please check and approve at the end of the last day worked of the pay period.

~~Q.~~
Q.

- ~~BVI.~~
BVI. Discipline: Employees and/or supervisors found to have engaged in any of the following prohibited activities are subject to immediate discipline, up to and including termination of —

~~A.~~
A. — employment:

- ~~A.~~
A. Any attempt to tamper with the timekeeping hardware.
- ~~B.~~
B. Clocking in or out for another employee (a.k.a. "buddy punching").
- ~~C.~~
C. Clocking in or out remotely.
- ~~D.~~
D. Interfering with another employee's use of the timekeeping system.
- ~~E.~~
E. Failure to promptly verify and reconcile time and leave records in accordance

City and departmental policies and procedures.

F. Falsification of hours actually worked.

G. Excessive missed punches without a valid (specific) reason.

Please contact the Director of Human Resources if any problem results from non-compliance of the system policies.

S.
T.

A. Responsibilities

I. The Human Resources Department is responsible for:

- preparing and distributing a schedule of key events in the payroll processing cycle, including the dates when employee timesheets are due; and
- developing and supplying timesheets and accompanying written instructions.

II. Employees are responsible for making a daily record of their hours worked and ensuring that such information is accurately presented on their timesheets, whether manually or by time clock. Employees must submit timesheets to their Department Head by the prescribed deadline. Employees must submit a timesheet in advance of the deadline if they plan to be on leave or otherwise out of the office on the day timesheets are due. An employee on sick leave on the day timesheets are due generally should telephone his Department Head to coordinate the preparation of a timesheet.

III. Department Heads are responsible for training all new hires on how to complete a timesheet or use the department's time clock. Department Heads or their designee must review timesheets completed by

employees for completeness and accuracy and indicate approval of each timesheet with their signature. Specific items Department Heads must review include:

- mathematical accuracy;
- discrepancies with actual hours worked by the employee; and
- discrepancies with leave authorized by the Department Head during the period covered by the timesheet.

Department Heads who will be out of the office on the day timesheets are due, will need to make an arrangement with another individual so that timesheet duties are carried out while the Department Head is absent.

Department Heads also are responsible for preparing a timesheet for any employee who failed to complete a timesheet and is out of the office on the day the timesheet is due. If possible, preparation of the timesheet should be coordinated with the employee over the telephone. Department Heads should conspicuously write "Prepared on behalf of (employee name)" on the top of any timesheet they prepare for an absent employee and should sign the timesheet with their own signature followed by the words "for (employee name)." The timesheet should be reviewed and approved by the employee when he or she returns to the office.

B. Time Clocks: In a Department using time clocks for employees, the following shall apply:

- Employees generally clock in the time clock four times daily: at the beginning and end of the workday and before and after lunch. Employees shall punch out before any period of leave or break of more than 20 minutes. Employees shall obtain their Department Head's approval for any non-routine or unscheduled breaks, as well as any leave.
- Employees shall not clock in more than five (5) minutes prior to the beginning of their work shift or clock out more than five (5) minutes following the end of their shift. Any deviation from this policy requires supervisor approval.
- Employees should be ready to work as soon as they clock in. Likewise, employees should avoid any work off the clock before they have punched the clock at the beginning of the day or after they have punched out. Where there is a significant difference—for example, five minutes—between time actually worked and time recorded as worked on a timecard, employees should complete a manual time clock entry form and document the reason on the form. The form must be signed by the employee and the employee's Department Head before a manual entry can be made.

- ~~Employees asked to work off the clock shall report the request to the Department Head or the Human Resources Director.~~
- ~~Use of manual entry forms: Employees are to use the forms to add clocked in or out times that result from being off site. The forms should not be used as an alternative method to using the time clock to clock in and out when the employee is working on site. "Forgetting" to clock in or out frequently is not an acceptable reason to complete manual entry forms. While this may happen occasionally, it should be the exception to the rule and not the standard. Excessive use of the form by employees who are not working off site will be reported to the Department Head.~~
- ~~Paid vacation, sick leave, and personal time are not documented using the time clock since these hours are not considered "hours worked." The appropriate forms shall be completed by the employee and authorized by the supervisor to receive approved vacation, sick leave and/or personal time.~~
- ~~At the end of each pay period, Department Heads or their designee must review the timecards and resolve any discrepancies by completing manual entry forms. Any changes to the timecards must be signed by the employee and the Department Head. Once the manual entry forms have been input to make timecard changes, the employee and the Department Head will sign the revised timecards and forward the cards to the person in charge of completing the department's payroll prelist.~~
- ~~A printed timecard can be requested, in writing, from the person in the department responsible for maintaining the time clock. If there is a discrepancy in hours worked, the employee shall complete a manual time card entry form and have their Department Head authorize the needed changes to correct the time worked.~~
- ~~Employees are strictly forbidden from punching another employee's ID number in the time clock.~~

C. Timesheets:

- ~~In the event the timeclock is down, Employees shall manually record the time they begin and end their workday on their timesheet. In addition, employees shall record any period of leave or breaks of more than 20 minutes, including their lunch break. Employees shall obtain their Department Head's approval for any non-routine or unscheduled breaks, as well as any leave.~~
- ~~Employees shall not begin work more than five (5) minutes prior to the beginning of their work shift or continue to work more than five (5)~~

~~minutes following the end of their shift. Any deviation from this policy requires supervisor approval.~~

- ~~• Employees should be ready to work as soon as their work period begins. Likewise, employees should avoid any work "off the clock" before they have begun their day or after they have signed out.~~
- ~~• Employees asked to work off the clock shall report the request to the Department Head or the Human Resources Administrator.~~
- ~~• Paid vacation, sick leave, and personal time are documented using the timesheets by the Department Head since these hours are not considered "hours worked." The appropriate forms shall be completed by the employee and authorized by the Department Head to receive approved vacation, sick leave and/or personal time.~~
- ~~• At the end of each pay period, Department Heads or their designee must review the timesheets and resolve any discrepancies. Any changes to the timecards must be approved by the employee. The Department Head will a~~
- ~~• pprove the revised timesheets and forward them to the person in charge of completing the department's payroll prelist.~~

~~D. Discipline: Misrepresenting working hours, falsifying signatures or information on a timecard or timesheet, or tampering with the City of Litchfield Park's time clock, or other employees' timecards or timesheets, are extremely serious offenses. Employees and/or supervisors found to have engaged in any of these prohibited activities are subject to immediate discipline, up to and including termination of employment.~~

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Susan Slagle, Director of Human Resources
Through: Matthew Williams, City Manager
Meeting Date: February 16, 2022

Recommended Motion:

MOVE TO ADOPT RESOLUTION 22-511 RELATED TO PERSONNEL POLICY HR-4031 BULLYING.

Background/Discussion:

Revisions reflect the serious matter of bullying and the appropriate action that will be taken.

Staff Recommendation:

Staff recommends adoption of the updates to this policy.

Financial Impact:

None

Attachments:

Resolution 22-511 Bullying
Bullying Policy Revision only markups no comment

**CITY OF LITCHFIELD PARK
RESOLUTION NO. 22-511**

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, COUNTY OF MARICOPA, ARIZONA, AMENDING THE PERSONNEL POLICY MANUAL OF THE CITY OF LITCHFIELD PARK, ARIZONA, BY AMENDING POLICY NUMBER HR-4031 BULLYING, ESTABLISHING GUIDELINES FOR DISCIPLINE OF BULLYING; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, Section 3-3-3 of Article 3-3 of Chapter 3 of the Litchfield Park City Code provides that the City Council may adopt by resolution, rules and regulations concerning personnel administration for its employees, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Litchfield Park, Arizona, that attached hereto are the amended Personnel Policies, and that the same are hereby adopted and made a part of the Personnel Policy Manual for all employees of the City of Litchfield Park; and

FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this resolution are hereby repealed.

FURTHER RESOLVED, that if any section of this resolution is held to be invalid by a court of competent jurisdiction all other sections will remain in full force and effect.

FURTHER RESOLVED, that this Resolution and the amendments to the Personnel Policies attached hereto shall be effective on the date of adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Litchfield Park, Arizona, this 16th day of February, 2022.

Thomas L. Schoaf, Mayor

ATTEST:

Terri Roth, MMC, City Clerk

APPROVED AS TO FORM:

Gust Rosenfeld, PLC, City Attorneys
By: Joseph D. Estes

ATTACHMENTS:
HR 4031 Bullying

Attachment: Resolution 22-511 Bullying (3766 : Res 22-511 Bullying)

Preventing, Identifying and Addressing Workplace Bullying

1. PURPOSE

The purpose of this policy is to provide the employees of the City of Litchfield Park with an environment free of bullying. Bullying may be directed toward an employee by a manager, co-worker, subordinate, appointing authority, elected official, vendor, contractor or member of the public. Bullying conduct may be challenged even if the complaining party is not the intended target of the bullying conduct.

This policy defines bullying in the workplace, provides procedures for the investigation of bullying claims, ensures that violations are remedied, and prevents retaliation for the report of bullying claims.

2. SCOPE

This policy covers all employees (including, temporary seasonal, and contract employees), applicants for employment, and others in the workplace environment, including members of the public.

3. POLICY

The City of Litchfield Park has a zero-tolerance policy for workplace bullying. It is the policy of the City of Litchfield Park to provide a secure work environment for all employees that is free from bullying. **Bullying among or against employees are serious matters and will be dealt with by appropriate discipline and/or police action.**

The City will not tolerate any behavior in the workplace that constitutes bullying activity as defined in the Policy. This Policy also applies to use of the City email systems, computers, internet access, or any other City electronic communication systems or devices to engage in bullying activity. Any employee violating this policy will be subject to disciplinary action, up to and including dismissal.

A. Definition and Examples

- I. **Bullying:** Workplace bullying is intentional behavior intended to create an abusive or offensive work environment for an employee or employees that **Bullying** does have the intended effect of interfering with the ability of the target of bullying to perform his or her job. Bullying behavior is deliberate and intentional behavior in the workplace that a reasonable person would find

(1) hostile, offensive, abusive, humiliating, exploitive, or demeaning, (2) not reasonably related to an employer's business interests, and (3) the seriousness of the bullying conduct interferes with the ability of the target of the bullying to perform his or her job functions.

- II. **Mobbing:** Mobbing is bullying carried out by a group in a series of incidents, rather than by an individual bully. For example, mobbing can include social isolation of a person from all work colleagues through unjustified accusations or emotional abuse. Although mobbing is a pattern

of group behavior, it may be composed of specific incidents, such as an insult or a practical joke, carried out by an individual as part of the mobbing scheme.

III. Examples. Workplace bullying can include mobbing, peer-to-peer bullying, supervisor-to-subordinate bullying, and situations when a subordinate employee subjects a supervisory-level employee to bullying.

A. Bullying in general includes but is not limited to:

1. Use of disrespectful, demeaning and devaluing language.
2. Persistent, constant and non-constructive criticism in front of other persons (including co-workers, vendors, contractors or members of the public) for the purpose of humiliating another employee.
3. Tampering with an employee's personal belongings or work equipment with the intent that the employee be fearful, harmed, or humiliated as a result.
4. Invasions of privacy, such as spying, stalking, rummaging through personal belongings at the workplace (including unauthorized access of vehicles, lockers, bags or purses, personal email, contents of personal cell phones, and employee-owned Personal Digital Assistants). Note: No City employee has any expectation of privacy in any email, voicemail, computer or other device provided by the City or attached to City network devices.
5. Deliberately withholding information from the target of bullying for the purpose of causing the target to make a mistake with the intent that the target employee will face reprimand, discipline, or humiliation as a result.
6. Attempting to exploit an employee's known psychological or physical vulnerability (which may also be a violation of the *Americans with Disabilities Act*).
7. Behavior or language that frightens, humiliates, belittles or degrades, including criticism that is delivered with yelling and screaming.

B. Bullying by Supervisor includes the behaviors above, and may also include, but is not limited to:

1. Making arbitrary rules that only apply to the targeted employee.
2. Assigning undesirable work as punishment for failure to comply with arbitrary rules.
3. Managing by threat and intimidation.
Preventing access to opportunities for promotion, preventing access to training information about job duties, [or denying the opportunity to participate in informal recreation activities made available to other employees.](#)
4. [Assigning tasks with unreasonable, impossible or constantly changing objectives and/or deadlines for the purpose of singling out one or more employees, abusing authority, or demeaning one or more employees.](#)

City of Litchfield Park

Policy Number: HR-4031

Effective Date: 05/20/2016

Reviewed/Revised: [2/16/2022](#)—

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Attachment: Bullying Policy Revision only markups no comment (3766 : Res 22-511 Bullying)

~~or denying the opportunity to participate in informal recreation activities made available to other employees.~~

5. Assigning tasks with unreasonable, impossible or constantly changing objectives and/or deadlines for the purpose of singling out one or more employees, abusing authority, or demeaning one or more employees.
6. Removing key areas of responsibility and/or replacing them with more trivial or unpleasant tasks for no business -related reason.
7. Denying access to necessary information, consultation, training, or resources for the purpose of singling out one or more employees, abusing authority, or demeaning one or more employees.
8. Withholding essential information or purposefully giving incorrect information with the intent that the target employee will face reprimand, discipline, humiliation or lose an opportunity for training or promotion as a result.
9. Constantly criticizing a subordinate employee's actions outside the scope of reasonable disciplinary efforts.

C. Bullying by Co-Workers

In addition to the examples of behaviors listed in this section (a) above:

1. Using confidential information to humiliate the target privately or publicly.
2. Withholding information that affects an employee's performance.
3. Intimidating an employee through inappropriate personal comments, disparaging opinions or criticism with no basis in fact.
4. Repeatedly taking credit for another employee's work.
5. Repeatedly belittling a co-worker (whether publicly or privately).

D. Bullying by Sabotage includes but is not limited to:

1. Falsely accusing an employee of making errors.
2. Ensuring failure of an employee's project by not performing required tasks, such as sign-offs, taking calls, working cooperatively, etc.
3. Undermining or deliberately impeding an employee's work.

E. Bullying by Shunning includes but is not limited to:

1. Isolating an employee from co-workers, in workplace social events or physically.

City of Litchfield Park

Policy Number: HR-4031

Effective Date: 05/20/2016

Reviewed/Revised: [2/16/2022](#)—

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2. Launching a campaign not based on facts to provoke an employee to leave or be removed from the group.
3. Purposely excluding an employee from an essential meeting.
4. Excluding employees from matters in which they would be expected to be included as part of the job.

4. RESPONSIBILITIES

- A. Targets: When an employee believes that he or she is the of workplace bullying (as defined herein), the employee shall report any and all incidents immediately to a supervisory level employee, to include their Supervisor, Department Head, Director of Human Resources, City Manager, or the City Attorney. Employees who believe they are the target of bullying are ~~is-not~~ required to confront the alleged bully or bullies.
- B. Witnesses: When an employee has witnessed or was made aware of workplace bullying (as defined herein), the employee must report any and all incidents immediately to their Supervisor, Department Head, Director of Human Resources, City Manager, or the City Attorney.
- C. Supervisors and Department Heads: When a supervisory level employee is notified about possible workplace bullying (as defined herein), the Supervisor shall immediately notify Human Resources, and take corrective action to prevent prohibited conduct from reoccurring. Such corrective action includes, but is not limited to, separating the person who is alleged to have engaged in bullying from the target and the means of bullying *at least* while the complaint is investigated and preventing retaliation against the complainant.

Supervisors or Department Heads who knowingly allow or tolerate any type of bullying or retaliation for a bullying complaint are in violation of this policy and subject to discipline.

- D. Director of Human Resources: The Director of Human Resources is responsible for:
 - ensuring that both the individual filing the complaint (hereafter referred to as the complainant) and the accused individual (hereafter referred to as the respondent) are aware of the seriousness of a bullying complaint;
 - explaining the City's bullying policy and investigation procedures to the complainant and the respondent;
 - exploring informal means of resolving bullying complaints;
 - referring the complainant and/or the respondent to the City's Employee Assistance Program for counseling and referral services, if appropriate;
 - notifying the police if criminal activities are alleged, if appropriate; and

- arranging for an investigation of the alleged bullying and the preparation of a written report and recommendation to be submitted to the City Manager (see Section 6), if appropriate.

5. RESOLUTION PROCEDURES

All incidents of bullying, shall be reported as provided in Section 4.

- A. Informal: Employees often can stop or prevent bullying conduct by immediately and directly expressing their disapproval of an individual's bullying attention or conduct. In any case, employees should report all incidents of bullying to the Director of Human Resources, their Supervisor, or their Department Head.

In many cases, supervisor's informal warning to an alleged bully or bullies, combined with appropriate follow-up supervision and monitoring of the employee's behavior, might be sufficient to prevent or stop bullying or inappropriate conduct.

Another informal resolution procedure is that the supervisor separately could listen to both the complainant and respondent's sides to ascertain whether there is a conflict between the parties and to seek to address the conflict's origins rather than just the respondent's bad behavior.

- B. Formal: To initiate a formal investigation into an alleged violation of this policy, employees also must file a bullying complaint with the City's Director of Human Resources, City Manager, their Supervisor or the City Attorney.

Complaints should be filed as soon as possible after an incident of alleged bullying. The Director of Human Resources or other person designated to receive complaints assists the complainant in completing a Bullying Complaint Form. To ensure the prompt and thorough investigation of a bullying complaint, the complainant should provide as much of the following information as is possible:

- the name, department, and position of the person or persons allegedly causing the bullying;
- a description of the incident(s), including the date(s), location(s), and the presence of any witnesses;
- the alleged effect of the incident(s) on the complainant's position, salary, benefits, promotional opportunities, or other terms or conditions of employment;
- the names of other employees who might have been subject to the same or similar bullying;
- the steps the complainant has taken to try to stop the bullying (if any); and
- any other information the complainant believes to be relevant to the bullying complaint.

6. INVESTIGATION

The Director of Human Resources is responsible for ensuring that an impartial investigation begins within 10 working days after a complaint has been filed. The City attempts to complete investigations within 15 working days. Except in the most unusual circumstances, investigations must be completed within 30 working days.

In most cases, the City Attorney conducts the investigation. However, the Director of Human Resources might conduct the investigation or appoint an independent outside investigator to lead the investigation, if necessary, to expedite the resolution of a complaint or resolve any potential conflict of interest. Where practical, a second person may accompany the primary investigator during all interviews with the complainant, respondent, and witnesses, so that information obtained during the interviews is accurately recorded. If a second observer to such interviews is not practical, the primary investigator may consider whether to create a digital audio recording of the interviews. At any rate, contemporaneous notes should be taken.

The complainant, respondent, and any witnesses whom the investigator determines have material information must participate in the investigatory interviews. It is a term and condition of employment that City employees cooperate with all Human Resources investigations, responding to all questions truthfully, completely, to the best of their knowledge and recollection. Failure to cooperate fully in a Human Resources investigation is an independent grounds for discipline.

The investigator or the Director of Human Resources shall contact the respondent and gives him or her a copy of the complaint. At the investigatory interview, the investigator shall solicit the respondent's account of the alleged incident(s), inform the respondent that a recommendation and report will be prepared, and advise the respondent of his or her right to be represented by legal counsel at his or her own cost.

7. REPORT AND RECOMMENDATION

The investigator shall prepare a written report and recommendation immediately following the completion of the investigation. Except in the most unusual circumstances, the report shall be completed within 15 working days after the completion of the investigation.

The report and recommendation shall include:

- a summary of the complaint;
- a summary of the response by the individual charged with bullying;
- a summary of the statements and evidence obtained during the investigation;
- a finding of whether a violation of this policy occurred and an explanation supporting the finding;
- a statement about the severity of the violation if a violation was found to have occurred;

NOTE: Policy violations can include prohibited bullying as well as a reckless, frivolous, or vexatious filing of a bullying complaint.

- a summary of prior settlements or substantiated complaints against the respondent;
- a recommendation of discipline, if appropriate;
- a recommendation as to the restoration of any employment terms, conditions, or opportunities the complainant might have lost as a result of bullying; and
- an appendix containing the complaint, written statements of the complainant and the respondent, written witness statements, and other tangible evidence obtained during the investigation.

A copy of the report and recommendation shall be sent to members of a decision-making panel consisting of the Director of Human Resources, the City Manager, and the respondent's Department Head. After consideration of the report, the panel must agree to one of the following:

- **Sustain the complaint**, if it is found to be substantiated by the evidence and bullying is more likely than not to have taken place in violation of this policy, order the bullying to stop, impose appropriate sanctions on the harasser, recommend the restoration of any employment benefits the complainant lost because of the bullying, and provide any other relief necessary to remedy the situation.
- **Order further investigation** for a period not to exceed 10 working days if the investigator reasonably believes there is additional evidence available that will clarify whether the bullying offense occurred or the severity of the offense, and require a supplementary report and recommendation.
- **Dismiss the complaint**, if it is found to be unsubstantiated by the evidence or to be without merit. The decision-making panel must impose discipline against the complainant if it agrees with the investigation's findings that the complaint was reckless, frivolous, or vexatious.

Once the recommendation and report have been approved, copies are provided to both the complainant and the respondent. The Director of Human Resources meets with the complainant to explain the decision. The Director of Human Resources and the respondent's Department Head meet with the respondent to explain the decision and implement any corrective action or discipline.

Any disciplined party can respond in writing to the report and decision within 10 working days to begin an appeal under the City's appeals process.

8. MONITORING COMPLIANCE

The Department Head of an individual found to have violated this policy is responsible for monitoring the individual's compliance with any mediation agreement or recommendation approved by the decision-making panel. The Department Head must ensure that the bullying does not reoccur and that the complainant is not subjected to retaliation.

9. DISCIPLINE

Employees who violate this policy are subject to appropriate discipline.

If an investigation results in a finding that this policy has been violated, the mandatory minimum discipline is a written reprimand. The discipline for very serious or repeat violations is termination of employment. Persons who violate this policy also are subject to civil damages or criminal penalties.

10. RETALIATION

Any act to reprimand, punish, harass, or bully an employee who made a good faith complaint of bullying under this policy, regardless of whether the complaint is found to have merit, is considered retaliation and is a violation of these Personnel Policies.

Any employee who engages in any conduct to retaliate against any good faith complainant is subject to termination of employment with the City. Any employee who believes that they are the target of retaliation is to report the retaliation in the manner set forth in Section 5 (Resolution Procedures), above.

11. CONFIDENTIALITY

All inquiries, complaints, and investigations are treated confidentially. Information is revealed strictly on a need-to-know basis. All participants in investigations, including the complainant, respondent, and witness, are required to keep the investigation confidential until such time as the investigation is complete and the decision-making panel has completed its review and final taken action.

Information contained in a formal complaint is kept confidential. However, the identity of the complainant usually is revealed to the respondent and witnesses. The Director of Human Resources and Department Head shall take adequate steps to ensure that the complainant is protected from retaliation during the period of the investigation and after any subsequent discipline.

A copy of the investigation report and the final decision is included in the personnel file of the respondent only if the investigation and decision-making panel conclude that the individual engaged in prohibited conduct.

No record of a complaint is kept in the complainant's personnel file, unless the investigation concludes that the complaint was reckless, frivolous, or vexatious.

All information pertaining to a bullying complaint or investigation is maintained by the Director of Human Resources in secure files.

The Director of Human Resources explains the procedures for handling information related to bullying complaints and investigations to complainants and respondents.

City of Litchfield Park

Policy Number: HR-4031

Effective Date: 05/20/2016

Reviewed/Revised: _____

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12. OTHER AVAILABLE PROCEDURES

The procedures available under this policy do not preempt or supersede any legal procedures or remedies otherwise available to a victim of bullying under state or federal law.

Attachment: Bullying Policy Revision only markups no comment (3766 : Res 22-511 Bullying)

City of Litchfield Park

Policy Number: HR-4031

Effective Date: 05/20/2016

Reviewed/Revised: _____

Page 10 of 10

Page left intentionally blank.

Attachment: Bullying Policy Revision only markups no comment (3766 : Res 22-511 Bullying)

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Matthew Williams, City Manager
Meeting Date: February 16, 2022

Recommended Motion:

MOVE TO DIRECT STAFF TO EXPLORE FUTURE OPTIONS FOR SCOUT LODGE INCLUDING PUBLIC INPUT MEETINGS.

Background/Discussion:

As Litchfield Square and Scout Park develops further, the City should plan for future options for Scout Lodge. A working group of local citizens has been formed to work on this issue.

If directed, City staff would schedule multiple public input meetings to gather thoughts on future options for Scout Lodge. Once input is received, Staff will bring forth information for consideration by City Council.

Staff Recommendation:

Staff requests Council direct Staff to begin exploring future options and receiving public input.

Financial Impact:

Financial impact will be dependent upon outcome of public input meetings. Costs would be for preliminary designs for further Council consideration.

Attachments:

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Terri Roth, City Clerk
Through: Matthew Williams, City Manager
Meeting Date: February 16, 2022

Recommended Motion:

MOVE TO INTRODUCE ORDINANCE 22-256 AMENDING ZONING CODE SUBSECTION 35.08 TEMPORARY SIGNS RELATED TO THE TABLE CONTAINING ALLOWABLE DATES FOR PLACEMENT AND REMOVAL OF POLITICAL SIGNS ON PRIVATE PROPERTY AND IN THE CITY'S RIGHTS-OF-WAY (ROW's).

Background/Discussion:

Recent legislation (effective September 20, 2021) has changed the allowable dates for placing and removing temporary political signs on private property and City ROW's.

Private property: May not be placed more than 71 days prior to and removed 15 days after election. Our Code states no earlier than 60 days prior and 15 days after election.

ROW's: May not be placed more than 71 days prior to and removed 15 days after election. Our Code states no earlier than 60 days prior and 30 days after election.

Staff Recommendation:

Staff recommends approval of introducing Ordinance No. 22-256 amending Zoning Code Subsection 35.08 related to Temporary Political Signs to coincide with current State Statute.

Financial Impact:

None

Attachments:

Ordinance 22-256

**CITY OF LITCHFIELD PARK
ORDINANCE NO. 22-256**

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, MARICOPA COUNTY, ARIZONA, AMENDING THE ZONING CODE OF THE CITY OF LITCHFIELD PARK, ARIZONA, SECTION 35 SIGNS, SUBSECTION 35.08 TEMPORARY SIGNAGE, AMENDING THE TABLE FOR ALLOWABLE DATES FOR POLITICAL SIGNS TO BE DISPLAYED; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY AND PROVIDING FOR PENALTIES.

WHEREAS, the City of Litchfield Park, Arizona (the “City”) regulates the usage of temporary signs, including the temporary display of political signs; and,

WHEREAS, the State of Arizona has amended the Arizona Revised Statutes to provide for changes in the allowable dates for the display of temporary political signs within the State of Arizona; and,

WHEREAS, the City Council desires to update its Zoning Code to coincide with changes adopted by the State.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Litchfield Park, Arizona, as follows:

Section I. In General.

The Zoning Code of the City of Litchfield Park, Arizona, Section 35, Signs, Subsection 35.08, Temporary Signage, is hereby amended by changing the Table containing allowable dates for the placement of political signs so that such changes coincide with current State Statute, with the old language being stricken and the new language in bold underline:

* * *

Sign Type	Temporary Signs are permitted subject to the following regulations:				General Requirements
	Number	Area	Setbacks	Height	
Political Signs on Private Property	6 signs per candidate; 6 signs per issue for each property address.	2’ 2’; 2-sided	Not allowed in a location where it would be a hazard or obstructs vision	4’	May not be placed more than 60 <u>71</u> days prior to election; Must be removed within 15 days after election. No permit required.
Political Signs in ROW	Maximum 50 signs per candidate, maximum 50 signs per issue	10 square feet	Not allowed in a location where it would be a hazard or obstructs vision	3’	May not be placed more than 60 <u>71</u> days before election & must be removed within 30 <u>15</u> days after election

Attachment: Ordinance 22-256 (3768 : Ordinance 22-256 Temporary Sign Code)

					Not allowed in a commercial tourism, commercial resort and hotel political sign free zone adopted by City Council resolution
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* * *

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section III. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section IV. Providing for Penalties.

The procedures and penalties set forth in Section 8, Violations, Enforcement and Penalties of the Zoning Code, for violations of the Zoning Code, a zoning ordinance, a use permit, a variance or a design review approval shall apply to violations of this Ordinance except as modified in Subsection 35.11, Violation; Enforcement. A violation of this Ordinance shall constitute a public nuisance. In addition to issuance of a civil citation or criminal citation pursuant to Section 8 of the Zoning Code, the code enforcement officer is authorized to abate the nuisance and charge the cost to the property owner following the procedures set forth in Article 9-5 of the City Code if the owner of the sign fails to remove a sign after any notice required by Subsection 35.11 is given.

PASSED AND ADOPTED by the Mayor and Common Council of City of Litchfield Park, Arizona, this 16th day of March, 2022.

 Thomas L. Schoaf, Mayor

ATTEST:

 Terri Roth, MMC, City Clerk

Attachment: Ordinance 22-256 (3768 : Ordinance 22-256 Temporary Sign Code)

APPROVED AS TO FORM:

Gust Rosenfeld, PLC, City Attorneys
By: Joseph D. Estes

I, TERRI ROTH, CITY CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 22-256 ADOPTED BY THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK ON THE 16TH DAY OF MARCH, 2022, WAS POSTED IN THREE PLACES ON THE 17TH DAY OF MARCH, 2022.

Terri Roth, MMC, City Clerk

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Woody Scoutten, City Engineer
Through: Matthew Williams, City Manager
Meeting Date: February 16, 2022

Recommended Motion:

MOVE TO ADOPT ORDINANCE 22-255 AMENDING CITY CODE CHAPTER 15 FLOOD DAMAGE PREVENTION.

Background/Discussion:

This request is for Council to adopt Ordinance 22-255, which was introduced during the January 19, 2022 Council meeting. This Ordinance modifies City Code Chapter 15 to establish standards for installation of underground storm water retention facilities. It also requires the owner of an underground storm water retention facility to inspect and clean each facility not less often than every five years and report to the City Engineer that the inspection and cleaning was done.

Staff Recommendation:

Staff recommends adoption of this ordinance.

Financial Impact:

No expenses are anticipated other than Staff time.

Attachments:

Ordinance No. 22-255 Flood Damage Prevention
Final Code Amendment - Underground Storm Facilities
UNDERGROUND RETENTION FACILITY CLEANING REPORT

**CITY OF LITCHFIELD PARK
ORDINANCE NO. 22-255**

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, MARICOPA COUNTY, ARIZONA, AMENDING THE CITY CODE OF LITCHFIELD PARK ARIZONA, CHAPTER 15 FLOOD DAMAGE PREVENTION, ARTICLE 15-2 STORM DRAINAGE REQUIREMENTS, ADDING A NEW SECTION 15-2-4 UNDERGROUND STORM WATER RETENTION FACILITIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.

BE IT ORDAINED by the Council of the City of Litchfield Park, Arizona, as follows:

Section I. In General.

The Code of Litchfield Park, Arizona, Chapter 15 Flood Damage Prevention, Article 15-2 Storm Drainage Requirements, is hereby amended by adding a new Section 15-2-4 Underground Storm Water Retention Facilities:

* * *

15-2-4 Underground Storm Water Retention Facilities

A. Applicability:

For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

1. An Underground storm water retention facility shall be allowed only for a commercial land development project with a property owners association or property management company, or for a site with a single owner.
2. Underground retention facilities shall not be located within public right-of-way.
3. Underground retention facilities shall not be located under building structures or significant landscaping such as trees.
4. Underground retention facilities are prohibited for storm water runoff from areas that include fuel dispensing or fuel storage facilities. For drainage areas that include fuel dispensing or fuel storage facilities, only surface retention basins may be used along with an Envibro-style drywell(s) for disposal of stored storm water.
5. Underground retention facilities must be located a sufficient distance from property lines so as not to negatively impact existing or future development on the adjacent parcel or parcels.

B. Design:

1. Underground retention facilities shall be designed to store 100 percent of the one-hundred-year, six-hour storm rainfall volume runoff from the drainage area served by the facility, as determined by the applicable NOAA Rainfall Atlas as currently adopted by the Flood Control District of Maricopa County.
2. Design shall be by a registered civil engineer, who shall prepare and seal a design report for submittal to the City along with submittal of the construction plans for the development project.
3. An overland flow route (ultimate outfall) for storms greater than the one-hundred-year, six-hour storm shall be provided.
4. Underground retention facilities shall have an interior height or diameter of at least six (6) feet. There shall be a minimum of three feet of cover from tank to pavement subgrade or in accordance with the manufacturer's recommendations.
5. If corrugated metal pipe is used for underground retention facilities, it shall be coated as specified by the design engineer to achieve a facility life of at least 75 years. Appropriate bedding and backfill materials and density shall be specified on the plans. The engineer shall provide a letter from the manufacturer, as part of plan submittal, which confirms service life. Pipe gauge, coating, and corrugation size shall be called out on the plans.
6. Alternate pipe materials or designs for underground storm water retention facilities shall be submitted to the City Engineer for review prior to the submittal of construction plans.
7. Underground retention facilities shall be drained by gravity to drywells of the dual chamber design. At least one drywell shall be provided, with additional drywells required in order to dewater the underground facility within 36 hours following each storm event up to and including the one-hundred-year, six-hour storm. For planning purposes, a dewatering rate of 0.20 cfs per drywell shall be used, with the final number of drywells to be determined based on the installed performance of each drywell divided by two, with a maximum allowable rate per drywell of 0.50 cfs.
8. There shall be a minimum of two access points into an underground retention facility, with 48-inch minimum manhole shafts, and 30-inch manhole frames and covers with a concrete collar detail designed to not directly bear on the manhole shaft.
9. There shall be a note on the plans specifying that all joints in the underground retention tank system(s) will be water-tight, manufactured joints.

C. Operation and Maintenance:

1. Training required. The owner of an Underground Storm Water Retention Facility shall:
 - a. Ensure that all workers entering the underground retention facility are protected in accordance with OSHA requirements for confined space entry; and

- b. Employ maintenance staff with expertise in operating, inspecting, and maintaining an underground storm water storage system; or
 - c. Retain a civil engineer with storm water management experience to provide an Operations and Maintenance Manual for the system that includes:
 - i. a schedule for inspections and maintenance; and
 - ii. provisions for emergency operations due to power failure, pump failure, and clogged outlet structures; and
 - iii. a log of the inspections and required maintenance services.
- 2. Inspections and maintenance required. Owner shall:
 - a. Inspect the entire drainage system semiannually, preferably before summer and winter rains, and take the following actions:
 - i. Remove accumulated trash and debris from inlet and outlet structures as needed to ensure free flow of storm water;
 - ii. Inspect all other elements of the drainage system (pipes, geotextiles, and stone rip rap) and repair/replace elements as needed for the storage system to operate at peak efficiency and to prevent erosion.
 - b. Have the underground facility, including all associated drywells, inspected and cleaned once every five years by a company experienced in cleaning drywells, in order to restore the original design capacity of the underground facility and its drywells.
 - i. The date of the five-year inspection and cleaning shall more or less coincide with the date the underground retention facility was placed into initial operation.
 - ii. For those facilities that have been in service for more than five years on the effective date of this Section, the owner shall schedule the first five-year inspection and cleaning to coincide with the date of initial operation during the next calendar year.
 - iii. The inspection and cleaning company shall complete and submit to the City Engineer within thirty (30) days following the date of the five-year inspection and cleaning a report made on a form prepared by the City Engineer, which shall meet the following minimum requirements:
 - a. The report shall be signed by a manager of the inspection and cleaning company, as well as by the owner of the underground retention facility.
 - b. The report form shall include a certification that the underground retention facility has been restored to its original design storage capacity.
 - c. A description of any non-storm water materials or liquids found in the underground retention facility.
 - d. Certification that all materials removed from the underground retention facility have been properly disposed of in a landfill licensed by the State of Arizona.

3. Failure to submit a five-year inspection and cleaning report to the City Engineer shall constitute a civil infraction, and shall be prima facie evidence of noncompliance with the inspection, cleaning, and maintenance requirements of this Section.
4. Noncompliance with the inspection, cleaning, and maintenance requirements of this Section is injurious to the public health, safety, and general welfare, is considered a public nuisance under the provisions of this Code, and is subject to abatement in accordance with Article 9-5 of this Code.

* * *

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section III. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section IV. Providing for Penalties.

Noncompliance with the inspection, cleaning, and maintenance requirements of this Section is injurious to the public health, safety, and general welfare, is considered a public nuisance under the provisions of this Code, and is subject to abatement in accordance with Article 9-5 of City Code.

PASSED AND ADOPTED by the Mayor and Common Council of City of Litchfield Park, Arizona, this 16th day of February, 2022.

 Thomas L. Schoaf, Mayor

ATTEST:

 Terri Roth, MMC, City Clerk

APPROVED AS TO FORM:

Gust Rosenfeld, PLC, City Attorneys
By: Joseph D. Estes

I, TERRI ROTH, CITY CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 22-255 ADOPTED BY THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK ON THE 16TH DAY OF FEBRUARY, 2022, WAS POSTED IN THREE PLACES ON THE 17TH DAY OF FEBRUARY, 2022.

Terri Roth, MMC, City Clerk

Section 15-2-4 Underground Storm Water Retention Facilities

A. Applicability

1. An Underground storm water retention facility shall be allowed only for a commercial land development project with a property owners association or property management company, or for a site with a single owner.
2. Underground retention facilities shall not be located within public right-of-way.
3. Underground retention facilities shall not be located under building structures or significant landscaping such as trees.
4. Underground retention facilities are prohibited for storm water runoff from areas that include fuel dispensing or fuel storage facilities. For drainage areas that include fuel dispensing or fuel storage facilities, only surface retention basins may be used along with an Envibro-style drywell(s) for disposal of stored storm water.
5. Underground retention facilities must be located a sufficient distance from property lines so as not to negatively impact existing or future development on the adjacent parcel or parcels.

B. Design

1. Underground retention facilities shall be designed to store 100 percent of the one-hundred-year, six-hour storm rainfall volume runoff from the drainage area served by the facility, as determined by the applicable NOAA Rainfall Atlas as currently adopted by the Flood Control District of Maricopa County.
2. Design shall be by a registered civil engineer, who shall prepare and seal a design report for submittal to the City along with submittal of the construction plans for the development project.
3. An overland flow route (ultimate outfall) for storms greater than the one-hundred-year, six-hour storm shall be provided.
4. Underground retention facilities shall have an interior height or diameter of at least six (6) feet. There shall be a minimum of three feet of cover from tank to pavement subgrade or in accordance with the manufacturer's recommendations.
5. If corrugated metal pipe is used for underground retention facilities, it shall be coated as specified by the design engineer to achieve a facility life of at least 75 years. Appropriate bedding and backfill materials and density shall be specified on the plans. The engineer shall provide a letter from the manufacturer, as part of plan submittal, which confirms service life. Pipe gauge, coating, and corrugation size shall be called out on the plans.
6. Alternate pipe materials or designs for underground storm water retention facilities shall be submitted to the City Engineer for review prior to the submittal of construction plans.
7. Underground retention facilities shall be drained by gravity to drywells of the dual chamber design. At least one drywell shall be provided, with additional drywells required in order to dewater the underground facility within 36 hours following each storm event up to and including the one-hundred-year, six-hour storm. For planning purposes, a dewatering rate of 0.20 cfs per drywell shall be used, with the final number of drywells to be determined based on

the installed performance of each drywell divided by two, with a maximum allowable rate per drywell of 0.50 cfs.

8. There shall be a minimum of two access points into an underground retention facility, with 48-inch minimum manhole shafts, and 30-inch manhole frames and covers with a concrete collar detail designed to not directly bear on the manhole shaft.
9. There shall be a note on the plans specifying that all joints in the underground retention tank system(s) will be water-tight, manufactured joints.

C. Operation and Maintenance

1. Training required. The owner of an Underground Storm Water Retention Facility shall:
 - a. Ensure that all workers entering the underground retention facility are protected in accordance with OSHA requirements for confined space entry; and
 - b. Employ maintenance staff with expertise in operating, inspecting, and maintaining an underground storm water storage system; or
 - c. Retain a civil engineer with storm water management experience to provide an Operations and Maintenance Manual for the system that includes:
 - i. a schedule for inspections and maintenance; and
 - ii. provisions for emergency operations due to power failure, pump failure, and clogged outlet structures; and
 - iii. a log of the inspections and required maintenance services.
2. Inspections and maintenance required. Owner shall:
 - a. Inspect the entire drainage system semiannually, preferably before summer and winter rains, and take the following actions:
 - i. Remove accumulated trash and debris from inlet and outlet structures as needed to ensure free flow of storm water;
 - ii. Inspect all other elements of the drainage system (pipes, geotextiles, and stone rip rap) and repair/replace elements as needed for the storage system to operate at peak efficiency and to prevent erosion.
 - b. Have the underground facility, including all associated drywells, inspected and cleaned once every five years by a company experienced in cleaning drywells, in order to restore the original design capacity of the underground facility and its drywells.
 - i. The date of the five-year inspection and cleaning shall more or less coincide with the date the underground retention facility was placed into initial operation.
 - ii. For those facilities that have been in service for more than five years on the effective date of this Section, the owner shall schedule the first five-year inspection and cleaning to coincide with the date of initial operation during the next calendar year.
 - iii. The inspection and cleaning company shall complete and submit to the City Engineer within thirty (30) days following the date of the five-year inspection and cleaning a report made on a form prepared by the City Engineer, which shall meet the following minimum requirements:
 - a. The report shall be signed by a manager of the inspection and cleaning company, as well as by the owner of the underground retention facility.
 - b. The report form shall include a certification that the underground retention facility has been restored to its original design storage capacity.

- c. A description of any non-storm water materials or liquids found in the underground retention facility.
 - d. Certification that all materials removed from the underground retention facility have been properly disposed of in a landfill licensed by the State of Arizona.
- 3. Failure to submit a five-year inspection and cleaning report to the City Engineer shall constitute a civil infraction, and shall be prima facie evidence of noncompliance with the inspection, cleaning, and maintenance requirements of this Section.
- 4. Noncompliance with the inspection, cleaning, and maintenance requirements of this Section is injurious to the public health, safety, and general welfare, is considered a public nuisance under the provisions of this Code, and is subject to abatement in accordance with Article 9-5 of this Code.

UNDERGROUND STORM WATER RETENTION FACILITY INSPECTION AND CLEANING REPORT

Engineering Department – City of Litchfield Park

Pursuant to City Code Section 15-2-4, an underground storm water retention facility must be inspected and cleaned once every five (5) years and this report must be submitted to the City Engineer within 30 days following each required inspection and cleaning. Failure to submit this form as required is punishable by a fine of up to \$500.

Name of Underground Storm Water Retention Facility Owner: _____

Address of Underground Storm Water Facility location: _____

Name of Owner's Representative: _____ Phone: _____

Date of Original Installation: _____ Date of Cleaning: _____ Date of Report: _____

Design Storage Capacity: _____ cubic feet. Fabrication Material Description: _____

Number of drywells connected to the underground retention facility: _____

Name of Inspection and Cleaning Company: _____

Address: _____

Name of Inspection and Cleaning Company Representative: _____ Phone: _____

Contractor's License No. _____ Years of storm water facilities experience: _____

Description of cleaning services provided and approximate volume of material removed: _____

Description of substances removed from the underground storm water retention facility: _____

Description of all non-storm water substances or liquids removed from the underground retention facility: _____

Certification:

As the manager of the Inspection and Cleaning Company listed above, I hereby certify that:

1. The above-described underground storm water retention facility has been cleaned and restored to its original design storage capacity.
2. The drywells connected to the above-described underground storm water retention facility have been cleaned in accordance with the manufacturer's recommendations.
3. All dirt, debris, liquids, and other materials removed from the underground retention facility as described above were disposed of in a landfill licensed by the State of Arizona.

Manager's Printed Name _____

Manager's Signature _____

Date _____

Owner Acknowledgement: _____

Printed Name _____

Signature _____

Date _____

Attachment: UNDERGROUND RETENTION FACILITY CLEANING REPORT (3763 : Ordinance 22-255 Flood Damage Prevention)

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Joseph Estes, City Attorney
Through: Matthew Williams, City Manager
Meeting Date: February 16, 2022

Recommended Motion:

MOVE TO INTRODUCE ORDINANCE 22-257 PROVIDING FOR THE ANNEXATION OF CERTAIN UNINCORPORATED RIGHTS-OF-WAY WHICH ARE LOCATED IN MARICOPA COUNTY.

Background/Discussion:

City Staff negotiated an Intergovernmental Agreement with Maricopa County whereby the City would annex certain portions of Camelback Road right-of-way in return for a County payment of \$3,511,000 for future widening and improvement of the roadways in that segment, to be used at the City's discretion. The Council voted to approve the IGA on January 19, 2022. The limits of the annexation are the Goodyear city limits to 127th Avenue. The County Board of Supervisors approved the IGA on December 8, 2021. Staff is requesting the Council adopt Ordinance No. 22-257 to formally annex this right-of-way. The County will adopt a Resolution to formally de-annex this right-of-way. The County funds will become available on July 1, 2022.

Two significant intersections (Litchfield Road and Dysart Road) will be annexed into the City. The City will enter into a separate agreement with the County to maintain the existing traffic signals at those intersections, which agreement will replace the current agreement whereby the City pays a portion of the costs to maintain the Litchfield Road signal. Additional traffic signals are expected to be required in the future at Denny Boulevard and the full-access Bashas driveway east of the Dysart Road intersection.

Some of the County funds paid to the City will be used to widen and improve the south half of Camelback Road west of Litchfield Road, perhaps in concert with the north half widening under Sun Health's development agreement with the City. The rest of the money will be used for pavement rehabilitation/replacement for the segment east of Litchfield Road. Camelback Road will eventually require the following improvements:

Camelback from Goodyear to Litchfield

- South half improvements - \$2.5 million

Camelback from Litchfield to El Mirage

- Mill and Overlay - \$1.5 million
- Sidewalks, Landscaping - \$1.2 million

Staff Recommendation:

Staff recommends introduction of Ordinance 22-257

Financial Impact:

The funds received from Maricopa County will be included in the FY23 capital plan to be used for future Camelback Road widening and improvements. The City will incur additional costs for the operation and maintenance of the two traffic signals, estimated to average about \$6,000 per year per signal, for a total annual average cost of \$12,000.

Attachments:

Ordinance 22-257 complete

**CITY OF LITCHFIELD PARK
ORDINANCE NO. 22-257**

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK, MARICOPA COUNTY, ARIZONA, PROVIDING FOR THE ANNEXATION OF CERTAIN UNINCORPORATED RIGHTS-OF-WAY WHICH ARE LOCATED IN MARICOPA COUNTY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Arizona Revised Statute ("A.R.S.") § 9-471(O), the City of Litchfield Park, Arizona (the "City") wishes to annex certain unincorporated rights-of-way, and all land being annexed being contiguous to the City.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Litchfield Park, Arizona, as follows:

Section I. In General.

The rights-of-way described in Exhibit "A," are annexed by the City of Litchfield Park upon satisfaction of all requirements set forth in A.R.S. § 9-471(O).

Section II. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section III. Effective Date.

This Ordinance shall become effective at the time and in a manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Common Council of City of Litchfield Park, Arizona, this 16th day of March, 2022:

Thomas L. Schoaf, Mayor

ATTEST:

Terri Roth, MMC, City Clerk

Attachment: Ordinance 22-257 complete (3780 : Ordinance 22-257 Camelback Rd. ROW Annex)

APPROVED AS TO FORM:

Gust Rosenfeld, PLC, City Attorneys
By Joseph D. Estes

I, TERRI ROTH, CITY CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 22-257 ADOPTED BY THE COMMON COUNCIL OF THE CITY OF LITCHFIELD PARK ON THE 16TH DAY OF MARCH, 2022, WAS POSTED IN THREE PLACES ON THE 17TH DAY OF MARCH, 2022.

Terri Roth, MMC, City Clerk

EXHIBIT A
TO
CITY OF LITCHFIELD PARK
ORDINANCE NO. 22-257

This Exhibit A is comprised of the following documents:

1. 21-1286_135th Ave - Dysart Rd
2. 21-1286_Dysart Rd - 127 Ave-1
3. 21-1286_Dysart Rd - 127th Ave
4. 21-1286_Dysart Rd To 127th Avenue - 3
5. 21-1286_Litchfield Rd - 135th Ave
6. 21-1286_Litchfield Rd - Dysart Rd – 1
7. 21-1286_Litchfield Rd - Dysart Rd – 2
8. 21-1286_Village Pkwy - Litchfield Rd

Attachment: Ordinance 22-257 complete (3780 : Ordinance 22-257 Camelback Rd. ROW Annex)



**LEGAL DESCRIPTION
CAMELBACK ROAD ANNEXATION
135TH AVENUE TO DYSART ROAD**

JOB NO. 21-1286

JANUARY 4, 2022

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 15 AND THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 WEST, SAID POINT BEING MARKED BY A MCDOT BRASS CAP IN HANDHOLE, FROM WHICH THE EAST QUARTER CORNER OF SECTION 15, BEARS NORTH 00 DEGREES 09 MINUTES 12 SECONDS EAST, 2,683.06 FEET, SAID POINT BEING MARKED BY A MCDOT BRASS CAP IN HANDHOLE;

THENCE, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, SOUTH 00 DEGREES 11 MINUTES 39 SECONDS WEST, 55.03 FEET TO THE NORTH LINE OF THE CITY OF LITCHFIELD PARK ORDINANCE NO. 90-04;

THENCE, DEPARTING SAID EAST LINE, ALONG SAID NORTH LINE, NORTH 87 DEGREES 54 MINUTES 59 SECONDS WEST, 2,613.93 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22;

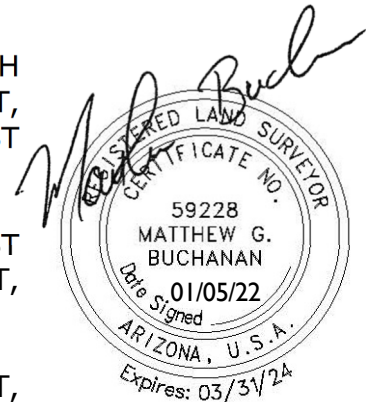
THENCE, DEPARTING SAID NORTH LINE, ALONG SAID WEST LINE, NORTH 00 DEGREES 14 MINUTES 19 SECONDS EAST, 55.03 FEET TO SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A BRASS CAP FLUSH;

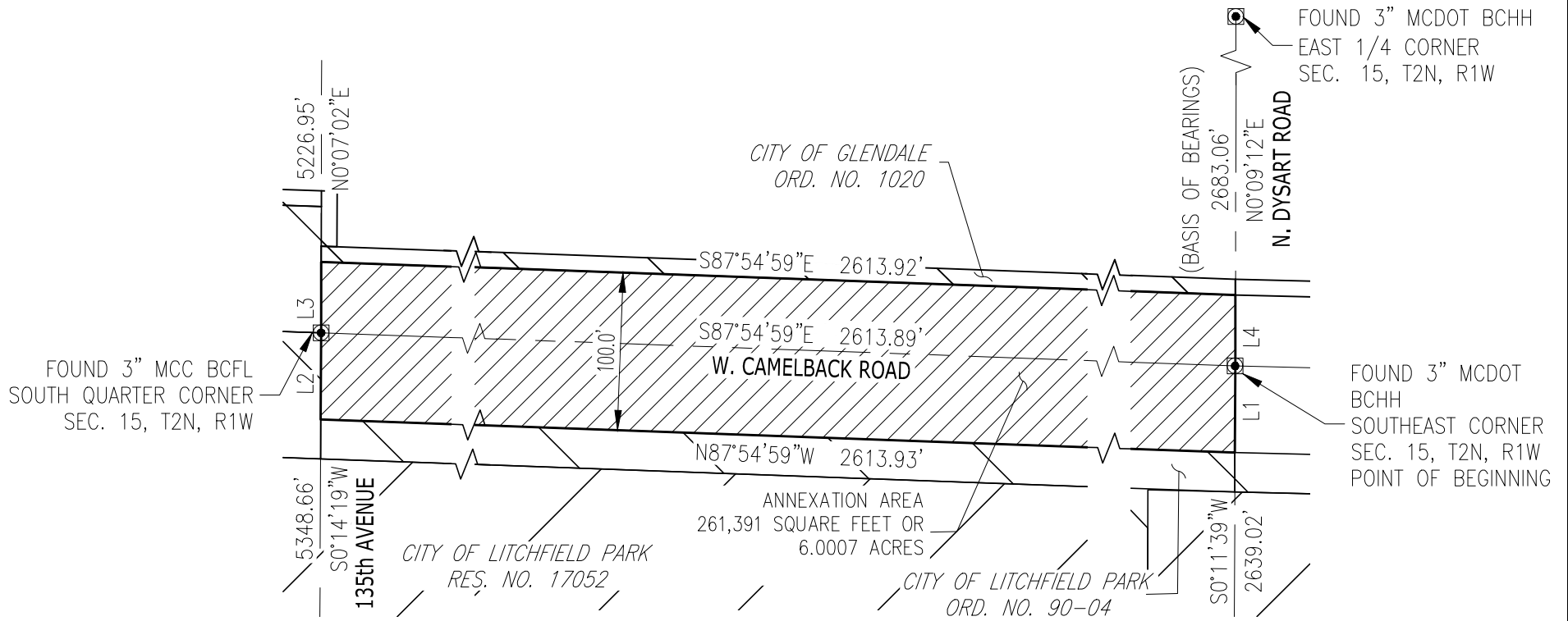
THENCE, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, NORTH 00 DEGREES 07 MINUTES 02 SECONDS EAST, 45.03 FEET TO THE SOUTH LINE OF THE CITY OF GLENDALE ORDINANCE NO. 1020;

THENCE, DEPARTING SAID WEST LINE, ALONG SAID SOUTH LINE, SOUTH 87 DEGREES 54 MINUTES 59 SECONDS EAST, 2,613.92 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15;

THENCE, DEPARTING SAID SOUTH LINE, ALONG SAID EAST LINE, SOUTH 00 DEGREES 09 MINUTES 12 SECONDS WEST, 45.03 FEET TO THE **POINT OF BEGINNING**.

SAID PORTION OF LAND CONTAINING 261,391 SQUARE FEET, OR 6.0007 ACRES, MORE OR LESS.

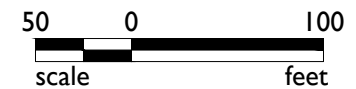




Matthew G. Buchanan

REGISTERED LAND SURVEYOR
59228
MATTHEW G. BUCHANAN
Date Signed 7-07-22
ARIZONA, U.S.A.

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S00°11'39"W	55.03'	L4	S00°09'12"W	45.03'
L2	N00°14'19"E	55.03'			
L3	N00°07'02"E	45.03'			



21-1286

135TH AVE - DYSART RD

CAMELBACK ROAD ANNEXATION



1130 N ALMA SCHOOL RD
Ste. 120 Mesa, AZ 85201
T: 480.503.2250 | F: 480.835.1799
www.epsgroupinc.com



**LEGAL DESCRIPTION
CAMELBACK ROAD ANNEXATION
DYSART RD TO 127TH AVENUE - 1**

JOB NO. 21-1286

JANUARY 7, 2022

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SAID POINT BEING MARKED BY A MCDOT BRASS CAP IN HANDHOLE, FROM WHICH THE WEST QUARTER CORNER OF SECTION 23, BEARS AS A BASIS OF BEARINGS, SOUTH 00 DEGREES 11 MINUTES 39 SECONDS WEST, 2,639.02 FEET, SAID POINT BEING MARKED BY A MCDOT BRASS CAP IN HANDHOLE;

THENCE, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14, NORTH 00 DEGREES 09 MINUTES 12 SECONDS EAST, 55.03 FEET TO THE NORTH LINE OF THE CITY OF GLENDALE ORDINANCE NO. 1020 AND THE **POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID WEST LINE, NORTH 00 DEGREES 09 MINUTES 12 SECONDS EAST, 82.73 FEET;

THENCE, DEPARTING SAID WEST LINE, NORTH 89 DEGREES 54 MINUTES 00 SECONDS EAST, 85.00 FEET TO THE NORTH RIGHT OF WAY LINE OF CAMELBACK ROAD;

THENCE, ALONG SAID NORTH LINE THE FOLLOWING FOUR (4) COURSES;

THENCE, SOUTH 88 DEGREES 33 MINUTES 23 SECONDS EAST, 304.41 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 01 DEGREES 26 MINUTES 37 SECONDS WEST, 2,050.00 FEET;

THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06 DEGREES 59 MINUTES 50 SECONDS, AND AN ARC LENGTH OF 250.36 FEET TO THE CURVE'S END;

THENCE, SOUTH 81 DEGREES 33 MINUTES 32 SECONDS EAST, 374.02 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS NORTH 08 DEGREES 26 MINUTES 28 SECONDS EAST, 1,770.00 FEET;

THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 09 MINUTES 39 SECONDS, AND AN ARC LENGTH OF 66.76 FEET TO A NON - TANGENT LINE;



THENCE, NORTH 88 DEGREES 51 MINUTES 42 SECONDS EAST, 60.02 FEET TO THE EAST RIGHT OF WAY LINE OF 129TH AVENUE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS SOUTH 89 DEGREES 50 MINUTES 43 SECONDS EAST, 20.45 FEET;

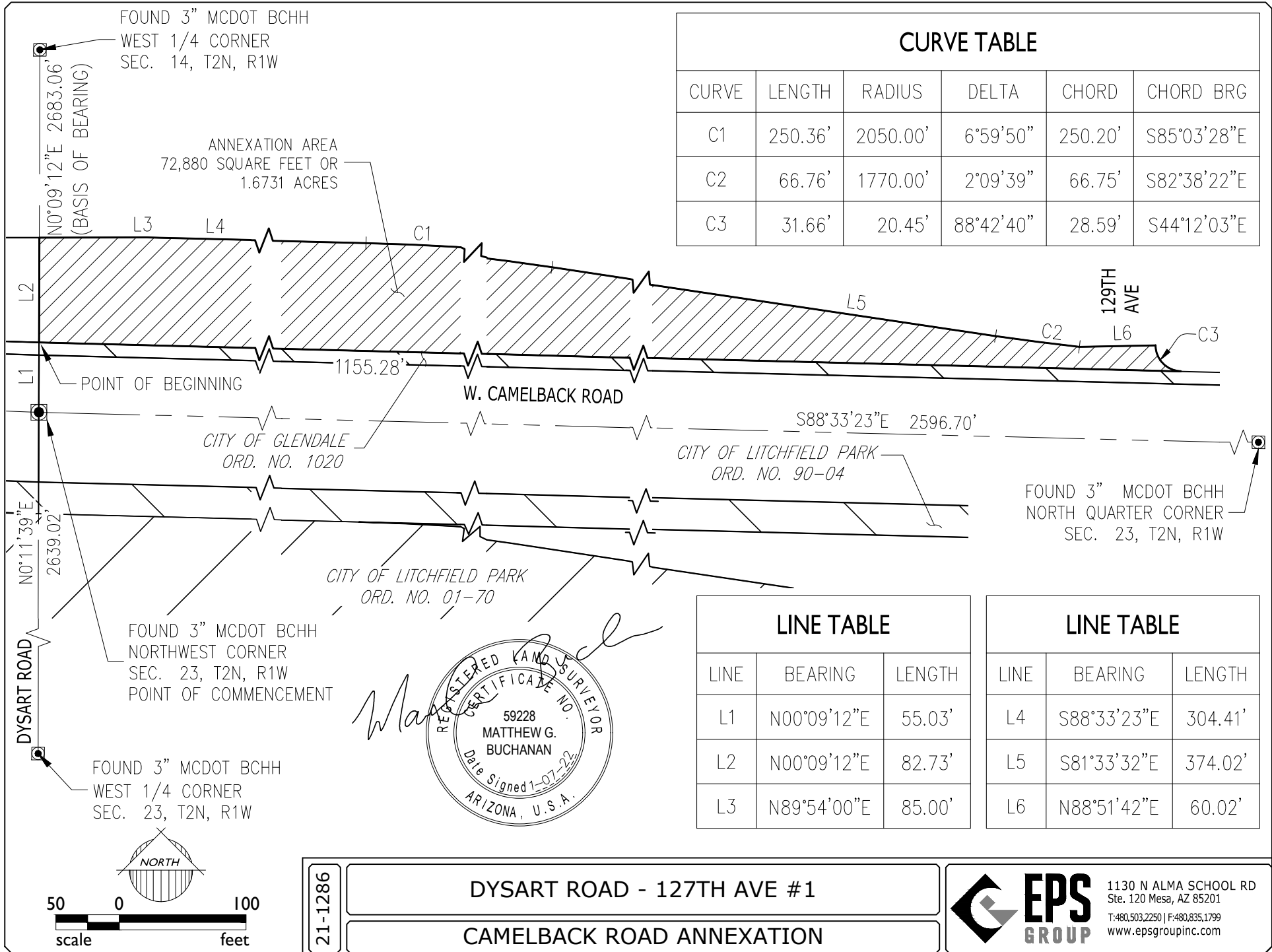
THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 88 DEGREES 42 MINUTES 40 SECONDS, AND AN ARC LENGTH OF 31.66 FEET TO A POINT ON THE NORTH LINE OF THE CITY OF GLENDALE ORDINANCE NO. 1020;

THENCE, ALONG SAID NORTH LINE, NORTH 88 DEGREES 33 MINUTES 23 SECONDS WEST, 1,155.28 FEET TO THE **POINT OF BEGINNING**.

SAID PORTION OF LAND CONTAINING 72,880 SQUARE FEET, OR 1.6731 ACRES, MORE OR LESS.



Attachment: Ordinance 22-257 complete (3780 : Ordinance 22-257 Camelback Rd. ROW Annex)





**LEGAL DESCRIPTION
CAMELBACK ROAD ANNEXATION
DYSART RD TO 127TH AVENUE**

JOB NO. 21-1286

JANUARY 4, 2022

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 14 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, SAID POINT BEING MARKED BY A MCDOT BRASS CAP IN HANDHOLE, FROM WHICH THE WEST QUARTER CORNER OF SECTION 14, BEARS AS A BASIS OF BEARINGS, NORTH 00 DEGREES 09 MINUTES 12 SECONDS EAST, 2,683.06 FEET, SAID POINT BEING MARKED BY A MCDOT BRASS CAP IN HANDHOLE;

THENCE, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14, NORTH 00 DEGREES 09 MINUTES 12 SECONDS EAST, 45.01 FEET TO THE SOUTH LINE OF THE CITY OF GLENDALE ORDINANCE NO. 1020;

THENCE, DEPARTING SAID WEST LINE, ALONG SAID SOUTH LINE, SOUTH 88 DEGREES 33 MINUTES 23 SECONDS EAST, 2,596.76 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14;

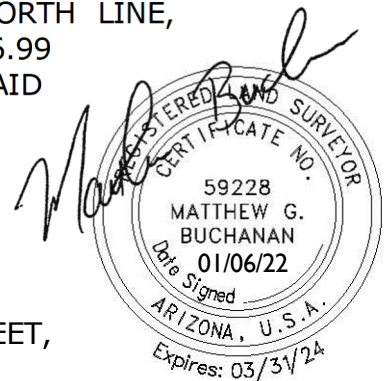
THENCE, DEPARTING SAID SOUTH LINE, ALONG SAID EAST LINE, SOUTH 00 DEGREES 13 MINUTES 51 SECONDS WEST, 45.01 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 14, MARKED BY A MCDOT BRASS CAP IN HANDHOLE;

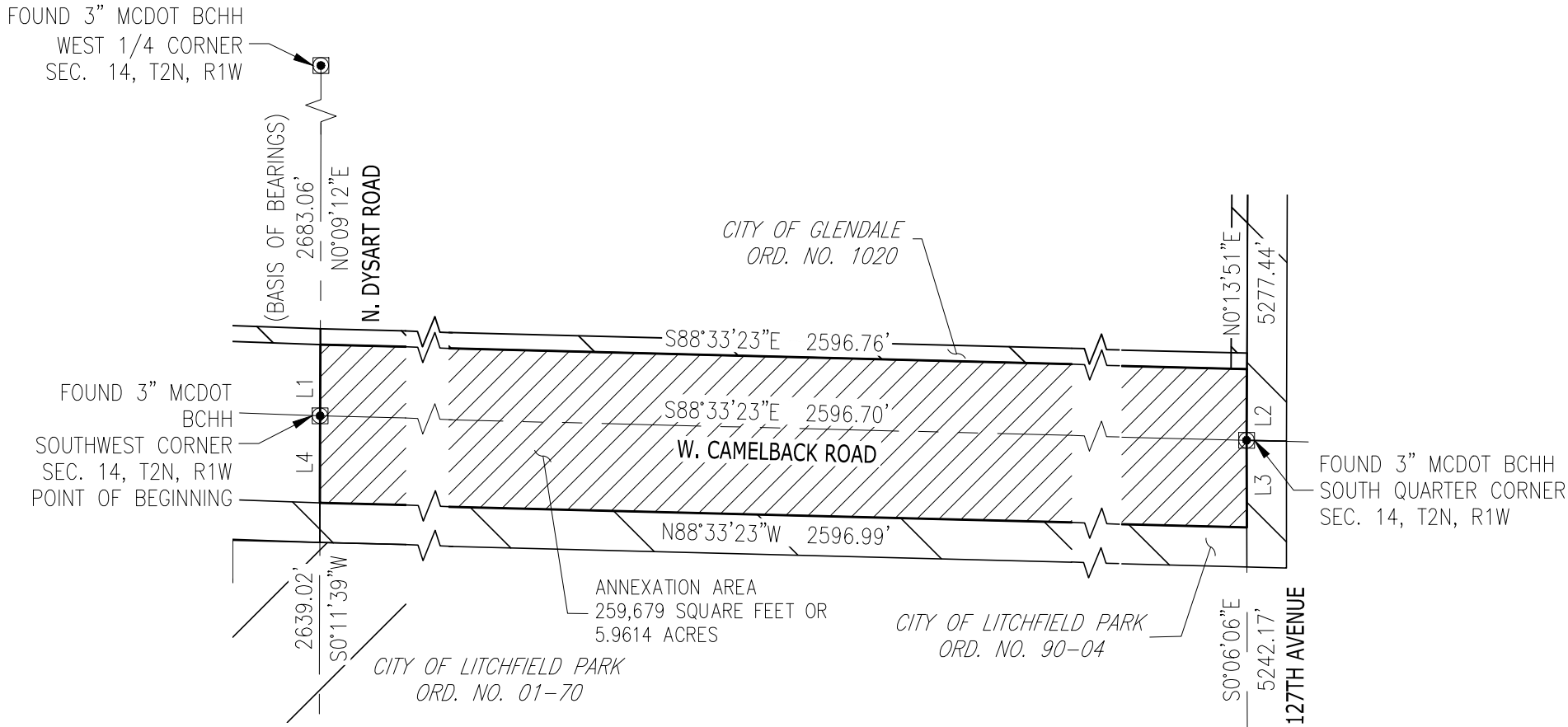
THENCE, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, SOUTH 00 DEGREES 06 MINUTES 06 SECONDS EAST, 55.02 FEET TO THE NORTH LINE OF THE CITY OF LITCHFIELD PARK ORDINANCE NO. 90-04;

THENCE, DEPARTING SAID EAST LINE, ALONG SAID NORTH LINE, NORTH 88 DEGREES 33 MINUTES 23 SECONDS WEST, 2,596.99 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23;

THENCE, DEPARTING SAID NORTH LINE, ALONG SAID WEST LINE, NORTH 00 DEGREES 11 MINUTES 39 SECONDS EAST, 55.01 FEET TO THE **POINT OF BEGINNING**.

SAID PORTION OF LAND CONTAINING 259,679 SQUARE FEET, OR 5.9614 ACRES, MORE OR LESS.



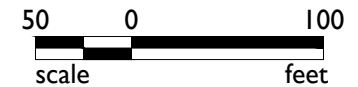
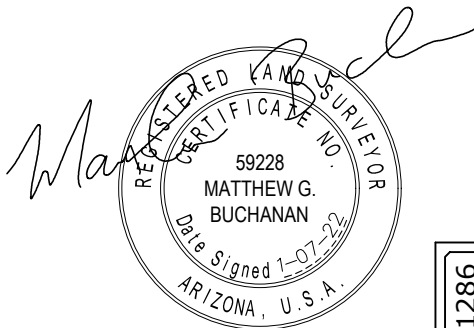


LINE TABLE

LINE	BEARING	LENGTH
L1	N00°09'12"E	45.01'
L2	S00°13'51"W	45.01'
L3	S00°06'06"E	55.02'

LINE TABLE

LINE	BEARING	LENGTH
L4	N00°11'39"E	55.01'



21-1286

DYSART RD - 127TH AVE

CAMELBACK ROAD ANNEXATION



1130 N ALMA SCHOOL RD
Ste. 120 Mesa, AZ 85201
T: 480.503.2250 | F: 480.835.1799
www.epsgroupinc.com



**LEGAL DESCRIPTION
CAMELBACK ROAD ANNEXATION
DYSART RD TO 127TH AVENUE - 3**

JOB NO. 21-1286

JANUARY 12, 2022

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SAID POINT BEING MARKED BY A MCDOT BRASS CAP IN HANDHOLE, FROM WHICH THE WEST QUARTER CORNER OF SECTION 23, BEARS AS A BASIS OF BEARINGS, SOUTH 00 DEGREES 11 MINUTES 39 SECONDS WEST, 2,639.02 FEET, SAID POINT BEING MARKED BY A MCDOT BRASS CAP IN HANDHOLE;

THENCE, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, SOUTH 88 DEGREES 33 MINUTES 23 SECONDS EAST, 386.28 FEET;

THENCE, DEPARTING SAID NORTH LINE, SOUTH 01 DEGREES 26 MINUTES 37 SECONDS WEST, 80.00 FEET TO A POINT ON THE SOUTH LINE OF THE CITY OF LITCHFIELD PARK ORDINANCE NO. 90-04 AND THE **POINT OF BEGINNING**;

THENCE, ALONG SAID SOUTH LINE, SOUTH 88 DEGREES 33 MINUTES 23 SECONDS EAST, 2,140.95 FEET;

THENCE, DEPARTING SAID SOUTH LINE, SOUTH 01 DEGREES 26 MINUTES 37 SECONDS WEST, 81.70 FEET TO THE SOUTH RIGHT OF WAY LINE OF CAMELBACK ROAD;

THENCE, ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 87 DEGREES 43 MINUTES 10 SECONDS WEST, 168.94 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEAST, WHOSE RADIUS POINT BEARS SOUTH 02 DEGREES 16 MINUTES 50 SECONDS WEST, 11,376.00 FEET;

THENCE, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES;

THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 50 MINUTES 13 SECONDS, AN ARC LENGTH OF 166.17 FEET TO THE CURVE'S END;

THENCE, NORTH 88 DEGREES 33 MINUTES 23 SECONDS WEST, 869.17 FEET;

EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201

Tel (480) 503-2250 • Fax (480) 503-2258

Q:\Projects\2021\21-1286\Land Survey\Legals\21-1286 Legal Description Annex - Dysart Rd to 127th Ave - 3 - rev01.docx

Attachment: Ordinance 22-257 complete (3780 : Ordinance 22-257 Camelback Rd. ROW Annex)



THENCE, NORTH 01 DEGREES 26 MINUTES 37 SECONDS EAST, 4.00 FEET;

THENCE, NORTH 88 DEGREES 33 MINUTES 23 SECONDS WEST, 100.10 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS NORTH 01 DEGREES 26 MINUTES 37 SECONDS EAST, 1,990.00 FEET;

THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06 DEGREES 59 MINUTES 50 SECONDS, AN ARC LENGTH OF 243.03 FEET TO THE CURVE'S END;

THENCE, NORTH 81 DEGREES 33 MINUTES 32 SECONDS WEST, 374.02 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 08 DEGREES 26 MINUTES 28 SECONDS WEST, A DISTANCE OF 1,830.00 FEET;

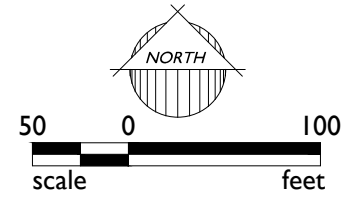
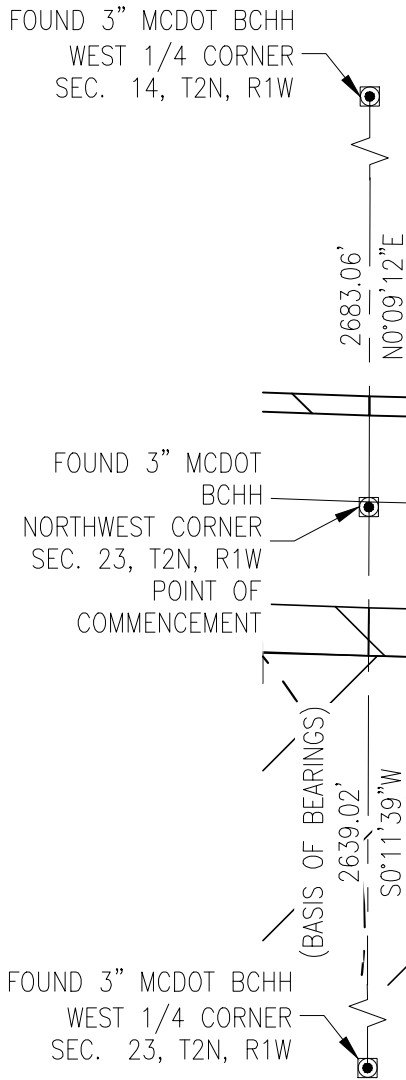
THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06 DEGREES 59 MINUTES 50 SECONDS, AN ARC LENGTH OF 223.49 FEET TO THE **POINT OF BEGINNING**.

SAID PORTION OF LAND CONTAINING 133,117 SQUARE FEET, OR 3.0559 ACRES, MORE OR LESS.



Attachment: Ordinance 22-257 complete (3780 : Ordinance 22-257 Camelback Rd. ROW Annex)

Jan 12, 2022 8:31am Q:\Projects\2021\21-1286\Land Survey\Legals\21-1286 Annex - Dysart Road to 127th Ave - 3.dwg

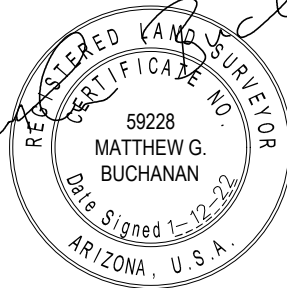


CITY OF GLENDALE
ORD. NO. 1020

CITY OF LITCHFIELD PARK
ORD. NO. 90-04

CITY OF LITCHFIELD PARK
ORD. NO. 01-70

N81°33'32"W 374.02'
ANNEXATION AREA
133,117 SQUARE FEET OR
3.0559 ACRES



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C3	223.49'	1830.00'	6°59'50"	223.35'	N85°03'28"W

MATCH LINE SEE SHEET 2 OF 2

SHEET 1 OF 2

21-1286

DYSART RD - 127TH AVE - 3

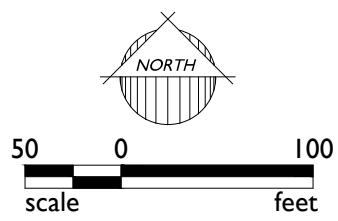
CAMELBACK ROAD ANNEXATION



1130 N ALMA SCHOOL RD
Ste. 120 Mesa, AZ 85201
T: 480.503.2250 | F: 480.835.1799
www.epsgroupinc.com

Jan 12, 2022 8:56am Q:\Projects\2021\21-1286\Land Survey\Legals\21-1286 Annex - Dysart Road to 127th Ave - 3.dwg

MATCH LINE SEE SHEET 1 OF 2



FOUND 3" CITY OF MCDOT BC FLUSH
NORTH 1/4 CORNER
SEC. 14, T2N, R1W

CITY OF GLENDALE
ORD. NO. 1020

CITY OF LITCHFIELD PARK
ORD. NO. 90-04

FOUND 3"
MCDOT BCHH
NORTH QUARTER
CORNER
SEC. 23,
T2N, R1W

S88°33'23"E 2596.70'
2210.42'

W. CAMELBACK ROAD

S88°33'23"E 2140.95'

N88°33'23"W 869.17'

N87°43'10"W 168.94'

ANNEXATION AREA
133,117 SQUARE FEET OR
3.0559 ACRES

81.70'
S1°26'37"W

S0°06'06"E
5242.17'

127TH AVE

LINE TABLE

LINE	BEARING	LENGTH
L1	N01°26'37"E	4.00'
L2	N88°33'23"W	100.10'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	166.17'	11376.00'	0°50'13"	166.17'	N88°08'16"W
C2	243.03'	1990.00'	6°59'50"	242.88'	N85°03'28"W

SHEET 2 OF 2

21-1286

DYSART RD - 127TH AVE - 3

CAMELBACK ROAD ANNEXATION



1130 N ALMA SCHOOL RD
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.835.1799
www.epsgroupinc.com

Attachment: Ordinance 22-257 complete (3780 : Ordinance 22-257 Camelback Rd. ROW Annex)



**LEGAL DESCRIPTION
CAMELBACK ROAD ANNEXATION
LITCHFIELD ROAD TO 135TH AVENUE**

JOB NO. 21-1286

JANUARY 4, 2022

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15 AND THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 WEST, SAID POINT BEING MARKED BY A MCDOT BRASS CAP IN HANDHOLE, FROM WHICH THE WEST QUARTER CORNER OF SECTION 22, BEARS AS A BASIS OF BEARINGS, SOUTH 00 DEGREES 16 MINUTES 38 SECONDS WEST, 2,710.07 FEET, SAID POINT BEING MARKED BY A MCHD BRASS CAP IN HANDHOLE;

THENCE, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, NORTH 00 DEGREES 05 MINUTES 08 SECONDS EAST, 55.03 FEET TO THE SOUTH LINE OF THE CITY OF LITCHFIELD PARK ORDINANCE NO. 90-04;

THENCE, DEPARTING SAID WEST LINE, ALONG SAID SOUTH LINE, SOUTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, 2,589.12 FEET;

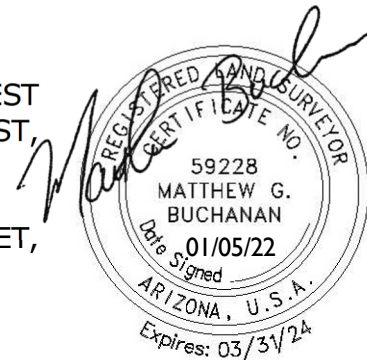
THENCE, CONTINUING ALONG SAID LINE, SOUTH 00 DEGREES 07 MINUTES 02 SECONDS WEST, 55.03 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22;

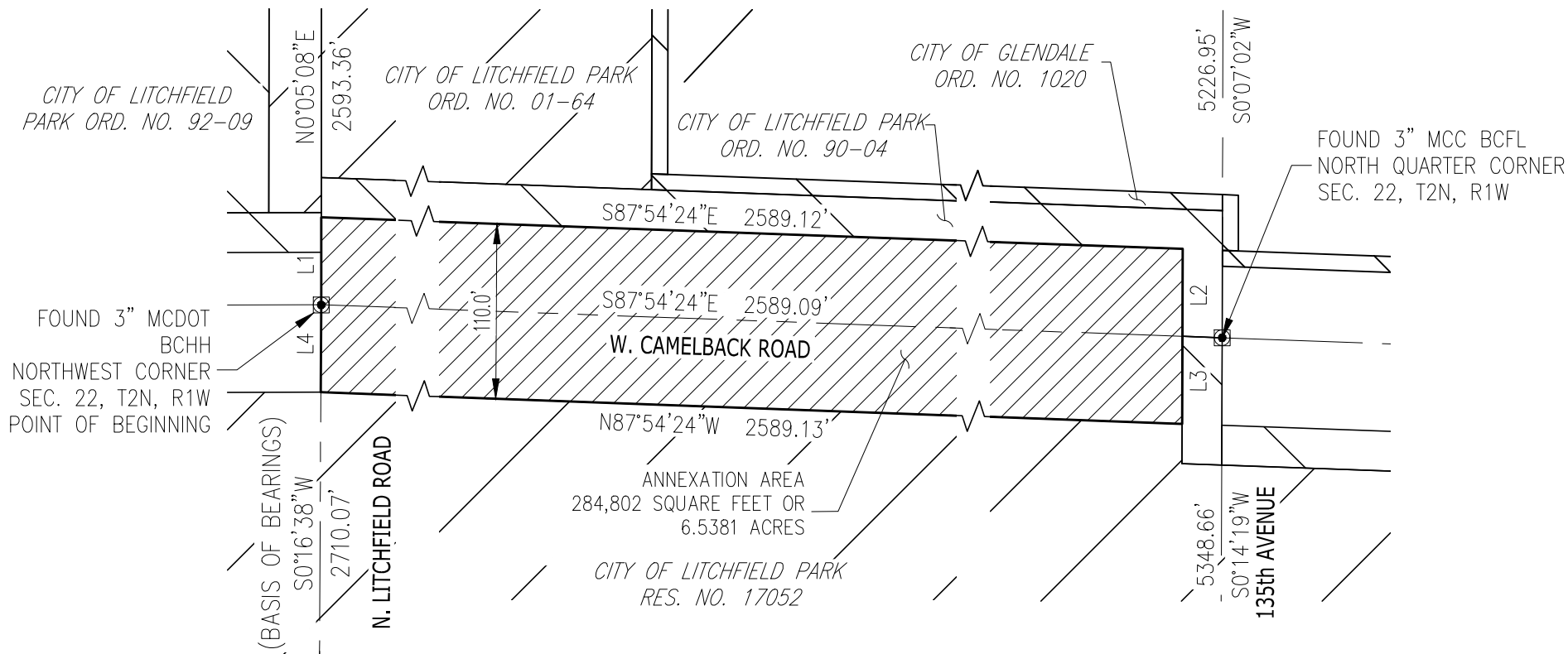
THENCE, CONTINUING ALONG SAID LINE, SOUTH 00 DEGREES 14 MINUTES 19 SECONDS WEST, 55.03 FEET TO THE NORTH LINE OF THE CITY OF LITCHFIELD PARK RESOLUTION NO. 17052;

THENCE, DEPARTING SAID LINE, ALONG SAID NORTH LINE, NORTH 87 DEGREES 54 MINUTES 24 SECONDS WEST, 2,589.13 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22;

THENCE, DEPARTING SAID NORTH LINE, ALONG SAID WEST LINE, NORTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, 55.03 FEET TO THE **POINT OF BEGINNING**.

SAID PORTION OF LAND CONTAINING 284,802 SQUARE FEET, OR 6.5381 ACRES, MORE OR LESS.

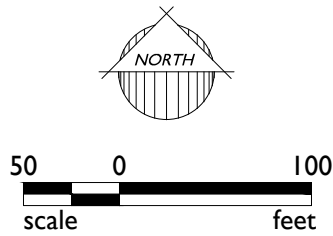




LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N00°05'08"E	55.03'	L4	N00°16'38"E	55.03'
L2	S00°07'02"W	55.03'			
L3	S00°14'19"W	55.03'			

Matthew Buchanan

REGISTERED LAND SURVEYOR
59228
MATTHEW G. BUCHANAN
Date Signed 7-04-22
ARIZONA, U.S.A.



21-1286

LITCHFIELD RD - 135TH AVE

CAMELBACK ROAD ANNEXATION

1130 N ALMA SCHOOL RD
Ste. 120 Mesa, AZ 85201
T: 480.503.2250 | F: 480.835.1799
www.epsgroupinc.com



**LEGAL DESCRIPTION
CAMELBACK ROAD ANNEXATION
N LITCHFIELD ROAD TO DYSART RD #1**

JOB NO. 21-1286

JANUARY 4, 2022

THAT PORTION OF THE SOUTH HALF OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 WEST, SAID POINT BEING MARKED BY A MCDOT BRASS CAP IN HANDHOLE, FROM WHICH THE EAST QUARTER CORNER OF SECTION 15, BEARS AS A BASIS OF BEARINGS, NORTH 00 DEGREES 09 MINUTES 12 SECONDS EAST, 2,683.06 FEET, SAID POINT BEING MARKED BY A MCDOT BRASS CAP IN HANDHOLE;

THENCE, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, NORTH 00 DEGREES 09 MINUTES 12 SECONDS EAST, 55.03 FEET TO THE NORTH LINE OF THE CITY OF GLENDALE ORDINANCE NO. 1020 AND THE **POINT OF BEGINNING**;

THENCE, DEPARTING SAID EAST LINE, ALONG SAID NORTH LINE, NORTH 87 DEGREES 54 MINUTES 59 SECONDS WEST, 2,603.92 FEET;

THENCE, CONTINUING ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES;

THENCE, NORTH 00 DEGREES 07 MINUTES 02 SECONDS EAST, 35.02 FEET;

THENCE, NORTH 87 DEGREES 54 MINUTES 59 SECONDS WEST, 10.01 FEET;

THENCE, NORTH 87 DEGREES 54 MINUTES 24 SECONDS WEST, 1,307.08 FEET TO THE EAST LINE OF THE CITY OF GLENDALE ORDINANCE NO. 2172;

THENCE, DEPARTING SAID NORTH LINE, ALONG SAID EAST LINE, NORTH 00 DEGREES 06 MINUTES 06 SECONDS EAST, 40.02 FEET;

THENCE, DEPARTING SAID EAST LINE, SOUTH 76 DEGREES 06 MINUTES 29 SECONDS EAST, 97.81 FEET TO THE NORTH RIGHT OF WAY LINE OF CAMELBACK ROAD;

THENCE, ALONG SAID NORTH LINE THE FOLLOWING SIX (6) COURSES;

THENCE, SOUTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, 1,215.82 FEET;

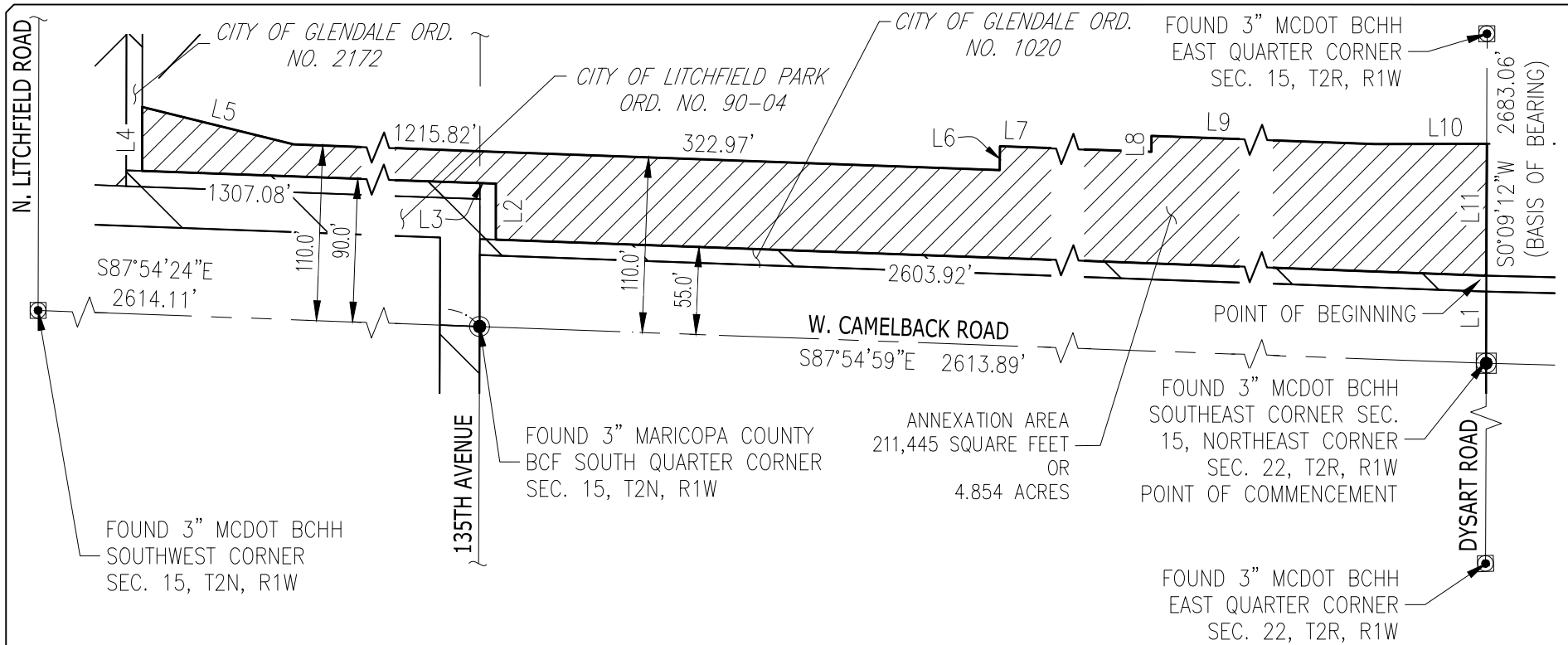


THENCE, SOUTH 87 DEGREES 54 MINUTES 59 SECONDS EAST, 322.97 FEET;
 THENCE, NORTH 00 DEGREES 07 MINUTES 36 SECONDS EAST, 15.01 FEET;
 THENCE, SOUTH 87 DEGREES 54 MINUTES 59 SECONDS EAST, 1,633.69 FEET;
 THENCE, NORTH 00 DEGREES 08 MINUTES 42 SECONDS EAST, 10.01 FEET;
 THENCE, SOUTH 87 DEGREES 54 MINUTES 59 SECONDS EAST, 583.48 FEET;
 THENCE, DEPARTING SAID NORTH LINE, NORTH 89 DEGREES 54 MINUTES 00 SECONDS EAST, 70.00 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15;
 THENCE, ALONG SAID EAST LINE, SOUTH 00 DEGREES 09 MINUTES 12 SECONDS WEST, 82.71 FEET TO THE **POINT OF BEGINNING**.

SAID PORTION OF LAND CONTAINING 211,445 SQUARE FEET, OR 4.854 ACRES, MORE OR LESS.



Attachment: Ordinance 22-257 complete (3780 : Ordinance 22-257 Camelback Rd. ROW Annex)



LINE TABLE

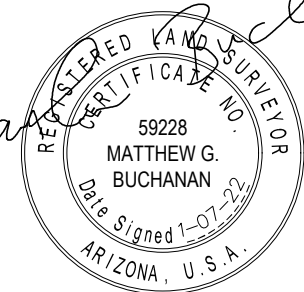
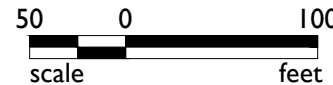
LINE	BEARING	LENGTH
L1	N00°09'12"E	55.03'
L2	N00°07'02"E	35.02'
L3	N87°54'59"W	10.01'
L4	N00°06'06"E	40.02'
L5	S76°06'29"E	97.81'

LINE TABLE

LINE	BEARING	LENGTH
L6	N00°07'36"E	15.01'
L7	S87°54'59"E	1633.69'
L8	N00°08'42"E	10.01'
L9	S87°54'59"E	583.48'
L10	N89°54'00"E	70.00'

LINE TABLE

LINE	BEARING	LENGTH
L11	S00°09'12"W	82.71'



21-1286

N. LITCHFIELD ROAD - DYSART ROAD #1

CAMELBACK ROAD ANNEXATION



1130 N ALMA SCHOOL RD
Ste. 120 Mesa, AZ 85201
T: 480.503.2250 | F: 480.835.1799
www.epsgroupinc.com



**LEGAL DESCRIPTION
CAMELBACK ROAD ANNEXATION
N LITCHFIELD ROAD TO DYSART RD #2**

JOB NO. 21-1286

JANUARY 6, 2022

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS;

COMEMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 WEST, SAID POINT BEING MARKED BY A MCDOT BRASS CAP IN HANDHOLE, FROM WHICH THE EAST QUARTER CORNER OF SECTION 22, BEARS AS A BASIS OF BEARINGS, SOUTH 00 DEGREES 11 MINUTES 39 SECONDS WEST, 2,639.02 FEET, SAID POINT BEING MARKED BY A MCDOT BRASS CAP IN HANDHOLE;

THENCE, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, SOUTH 00 DEGREES 11 MINUTES 39 SECONDS WEST, 80.02 FEET TO THE SOUTH LINE OF THE CITY OF LITCHFIELD PARK ORDINANCE NO. 90-04;

THENCE, DEPARTING SAID EAST LINE, ALONG SAID SOUTH LINE, NORTH 87 DEGREES 54 MINUTES 59 SECONDS WEST, 2.19 FEET TO THE NORTH LINE OF THE CITY OF LITCHFIELD PARK ORDINANCE NO. 01-70 AND THE **POINT OF BEGINNING**;

THENCE,, DEPARTING SAID SOUTH LINE, ALONG SAID NORTH LINE, NORTH 88 DEGREES 33 MINUTES 23 SECONDS WEST, 52.82 FEET TO THE NORTHWEST CORNER OF SAID ORDINANCE NO. 01-70;

THENCE, CONTINUING ALONG THE WEST LINE OF SAID ORDINANCE NO. 01-70, SOUTH 00 DEGREES 11 MINUTES 39 SECONDS WEST, 24.41 FEET TO THE NORTHEASTERLY LINE OF THE CITY OF LITCHFIELD PARK RESOLUTION NO. 17052;

THENCE, DEPARTING SAID WEST LINE, ALONG SAID NORTHEASTERLY LINE, NORTH 43 DEGREES 51 MINUTES 40 SECONDS WEST, 35.93 FEET TO THE SOUTH LINE OF THE CITY OF LITCHFIELD PARK ORDINANCE NO. 90-04;

THENCE, DEPARTING SAID NORTHEASTERLY LINE, ALONG SAID SOUTH LINE, SOUTH 87 DEGREES 54 MINUTES 59 SECONDS EAST, 77.84 FEET TO THE **POINT OF BEGINNING**.

Attachment: Ordinance 22-257 complete (3780 : Ordinance 22-257 Camelback Rd. ROW Annex)



SAID PORTION OF LAND CONTAINING 328 SQUARE FEET, OR 0.0075 ACRES, MORE OR LESS.



Attachment: Ordinance 22-257 complete (3780 : Ordinance 22-257 Camelback Rd. ROW Annex)

FOUND 3" MCC
BCFL
NORTH QUARTER
CORNER
SEC. 22, T2N, R1W

S87°54'59"E 2613.89'
W. CAMELBACK ROAD

FOUND 3" MCDOT
BCHH
NORTHEAST CORNER
SEC. 22, T2N, R1W
POINT OF
COMMENCEMENT

80.02'
S0°11'39"W 2639.02'
(BASIS OF BEARINGS)
N. DYSART ROAD

CITY OF LITCHFIELD PARK
ORD NO. 90-04

ANNEXATION AREA
328 SQUARE FEET OR
0.0075 ACRES

N87°54'59"W 2.19'
POINT OF
BEGINNING

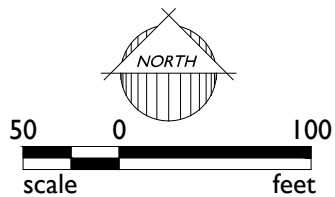
S87°54'59"E 77.84'
N88°33'23"W 52.82'

CITY OF LITCHFIELD PARK
ORD. NO. 01-70

CITY OF LITCHFIELD PARK
RESOLUTION NO. 17052

N43°51'40"W 35.93'
S0°11'39"W 24.41'

FOUND 3" MCDOT BCHH
EAST 1/4 CORNER
SEC. 22, T2N, R1W



21-1286

LITCHFIELD RD - DYSART RD - 2

CAMELBACK ROAD ANNEXATION



1130 N ALMA SCHOOL RD
Ste. 120 Mesa, AZ 85201
T: 480.503.2250 | F: 480.835.1799
www.epsgroupinc.com



**LEGAL DESCRIPTION
CAMELBACK ROAD ANNEXATION
VILLAGE PARKWAY TO LITCHFIELD ROAD**

JOB NO. 21-1286

JANUARY 3, 2022

THAT PORTION OF THE SOUTH HALF OF SECTION 16 AND THE NORTH HALF OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 21, TOWNSHIP 2 NORTH, RANGE 1 WEST, SAID POINT BEING MARKED BY A MCDOT BRASS CAP IN HANDHOLE, FROM WHICH THE EAST QUARTER CORNER OF SECTION 21, BEARS AS A BASIS OF BEARINGS, SOUTH 00 DEGREES 16 MINUTES 38 SECONDS WEST, 2,710.07 FEET, SAID POINT BEING MARKED BY A MCHD BRASS CAP IN HANDHOLE;

THENCE, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, SOUTH 00 DEGREES 16 MINUTES 38 SECOND WEST, 55.03 FEET, TO THE NORTH LINE OF THE CITY OF LITCHFIELD PARK RESOLUTION NO. 17052;

THENCE, DEPARTING SAID EAST LINE, ALONG SAID NORTH LINE, NORTH 87 DEGREES 54 MINUTES 24 SECONDS WEST, 0.69 FEET;

THENCE, CONTINUING ALONG SAID NORTH LINE, SOUTH 89 DEGREES 53 MINUTES 58 SECONDS WEST, 2,573.73 FEET TO THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 21;

THENCE, ALONG SAID MID-SECTION LINE, CONTINUING ALONG THE NORTH LINE OF SAID RESOLUTION, NORTH 00 DEGREES 44 MINUTES 52 SECONDS EAST, 15.00 FEET;

THENCE, DEPARTING SAID MID-SECTION LINE, CONTINUING ALONG SAID NORTH LINE, SOUTH 89 DEGREES 53 MINUTES 37 SECONDS WEST, 1286.93 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;

THENCE, DEPARTING SAID NORTH LINE, ALONG SAID WEST LINE, NORTH 00 DEGREES 59 MINUTES 31 SECONDS EAST, 40.01 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21;

THENCE, ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16, NORTH 00 DEGREES 47 MINUTES 47 SECONDS WEST, 33.00 FEET TO THE SOUTH LINE OF THE CITY OF LITCHFIELD PARK ORDINANCE NO. 90-04;

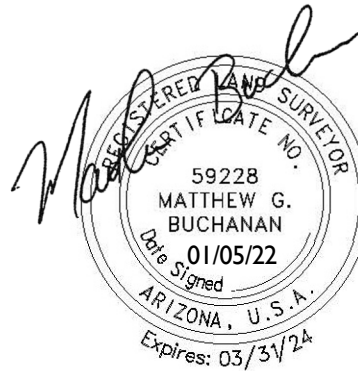


THENCE, DEPARTING SAID WEST LINE, ALONG SAID SOUTH LINE, NORTH 89 DEGREES 53 MINUTES 37 SECONDS EAST, 1,286.93 FEET;

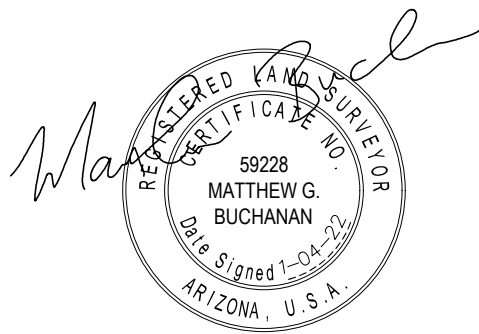
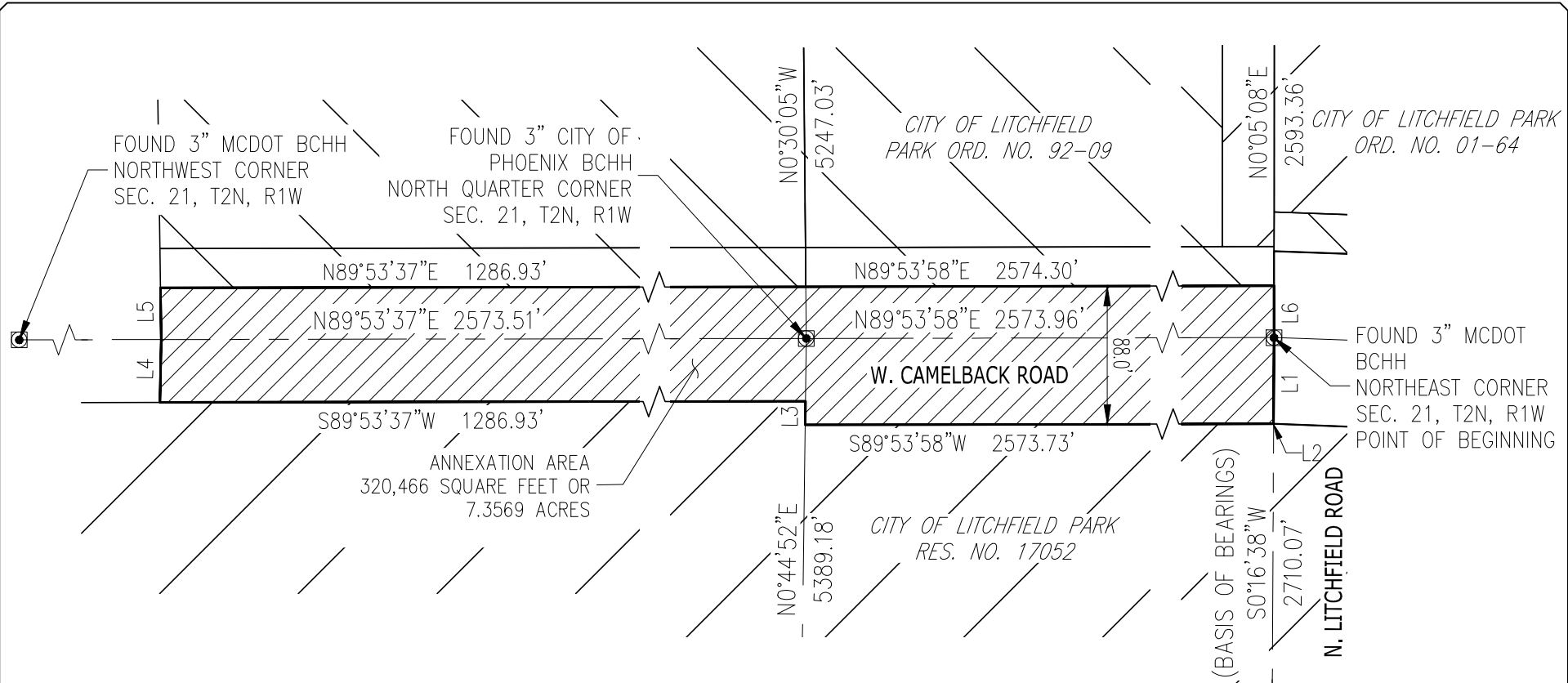
THENCE, CONTINUING ALONG SAID SOUTH LINE, NORTH 89 DEGREES 53 MINUTES 58 SECONDS EAST, 2,574.30 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16;

THENCE, DEPARTING SAID SOUTH LINE, ALONG SAID EAST LINE, SOUTH 00 DEGREES 05 MINUTES 08 SECONDS WEST, 33.00 FEET TO THE **POINT OF BEGINNING**.

SAID PORTION OF LAND CONTAINING 320,466 SQUARE FEET, OR 7.3569 ACRES, MORE OR LESS.



Attachment: Ordinance 22-257 complete (3780 : Ordinance 22-257 Camelback Rd. ROW Annex)



LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S00°16'38"W	55.03'	L4	N00°59'31"E	40.01'
L2	N87°54'24"W	0.69'	L5	N00°47'47"W	33.00'
L3	N00°44'52"E	15.00'	L6	S00°05'08"W	33.00'

21-1286

VILLAGE PARKWAY - LITCHFIELD ROAD

CAMELBACK ROAD ANNEXATION

1130 N ALMA SCHOOL RD
Ste. 120 Mesa, AZ 85201
T: 480.503.2250 | F: 480.835.1799
www.epsgroupinc.com

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Woody Scoutten, City Engineer
Through: Matthew Williams, City Manager
Meeting Date: February 16, 2022

Recommended Motion:

MOVE TO APPROVE A SOLE SOURCE PROCUREMENT OF ACHEN-GARDNER CONSTRUCTION, LLC TO PROVIDE EXCAVATION SERVICES FOR LOCATING THE WIGWAM IRRIGATION LINE ALONG THE SOUTH SIDE OF CAMELBACK ROAD IN AN AMOUNT NOT TO EXCEED \$20,170.25.

Background/Discussion:

During initial planning for the proposed Camelback Park perimeter wall, it was determined that the existing underground irrigation pipe along the south side of Camelback Road that serves water to the golf courses may be located close to and just south of the preferred alignment of the future wall. Representatives of the Wigwam resort could not produce plans or maps that would show the location of the pipe. The City's wall design engineer utilized ground penetrating radar to approximately locate the pipe, including the bend where it turns to the southwest across Villa Nueva Drive. This bend in the pipe appears to be very close to the proposed location of the wall. The engineer then utilized potholing to better locate the pipe, but each pothole over the supposed location of the pipe was filled with broken concrete rubble, which appears to be the old Airline Canal concrete lining that was dumped on top of the new pipe as a way to get rid of it. Thus, the potholing was inconclusive because the rubble could not be removed to reach the pipe. Complicating this issue is an existing Century Link telecommunications line and a Southwest Gas line that are located within a few feet on the north side of the preferred wall alignment, thus creating a narrow corridor for the new wall.

It is proposed that Achen-Gardner be hired to provide excavation of the existing pipe at the bend point to remove the rubble and identify the centerline location and depth of the pipe, as well as its size and material. Achen-Gardner will also pothole the Century Link and SW Gas lines. This information will allow the wall design engineer to determine if the wall can be built in the preferred location or must be moved to avoid these underground utilities. Sole source selection of Achen-Gardner is recommended because they have the necessary equipment and personnel located at the Litchfield Square project, which minimizes mobilization costs. They also have excess dirt at Litchfield Square which can be used to backfill the excavation. The rubble they remove will be taken to a landfill.

The \$20,170.25 amount was calculated on a per-day basis for a total of five days. If the excavation and potholing can be done in fewer days, the cost billed to the City will be lower.

Staff Recommendation:

Staff recommends hiring Achen-Gardner Construction, LLC to provide excavating services for

locating the Wigwam irrigation line and other utilities on the south side of Camelback Road in an amount not to exceed \$20,170.25.

Financial Impact:

These excavation costs are considered to be a cost of constructing the proposed Camelback Park wall and will be charged against the capital fund for this item.

Attachments:

Litchfield Camelback Potholing Proposal 12-09-21 (1)
Excavation Location Map



December 10, 2021

City of Litchfield Park
Mr. Woody Scoutten, P.E.
City Engineer
214 W. Wigwam Boulevard
Litchfield Park, Arizona 85340

SUBJECT: POTHOLING WIGWAM IRRIGATION ON CAMELBACK ROAD WEST OF DYSART ROAD

Dear Mr. Scoutten:

Achen-Gardner Construction will provide potholing and documentation services to locate the angle point in the Wigwam Irrigation Line on the south side of Camelback Road for the amount not to exceed **\$20,170.25**.

SCOPE OF WORK

- Utilize a combination of soft dig pothole rig and backhoe as needed to locate the angle point as shown on the attached aerial drawing.
- Potholing pricing is by the unit measure of "Day".
- An allowance is provided in the event traffic control barricades are needed on the south shoulder of Camelback Road. If it is determined that traffic control is needed, Achen-Gardner will submit a Traffic Control Plan to the City of Litchfield for approval. Achen-Gardner will submit back-up invoices for any traffic control needed.
- Provide survey services by Rick Engineering and related documentation.
- As the photos of recent potholes in the area show concrete debris backfilled on top of the pipe alignment, this proposal includes importing clean backfill from the Litchfield Square project.
- All concrete debris will be hauled and dumped.

NOTES

- A budget of five days potholing is included in this Proposal. Only the actual number of days will be invoiced.
- We have estimated the area to pothole (location of the angle point) from Google earth and adjacent landmarks as noted on the plans.

Should you have any questions and/or comments, please feel free to contact me at (480) 403-9398 or e-mail chall@achen.com.

Sincerely;

ACHEN-GARDNER CONSTRUCTION, LLC

Christie Hall, Project Manager

Attachments

Cc: Project File

Attachment: Litchfield Camelback Potholing Proposal 12-09-21 (1) (3756 : Wigwam Irrigation)

CITY OF LITCHFIELD - CAMELBACK ROAD POTHOLING

12/10/21

ACHEN-GARDNER CONSTRUCTION PROJECT NO.: 3858110

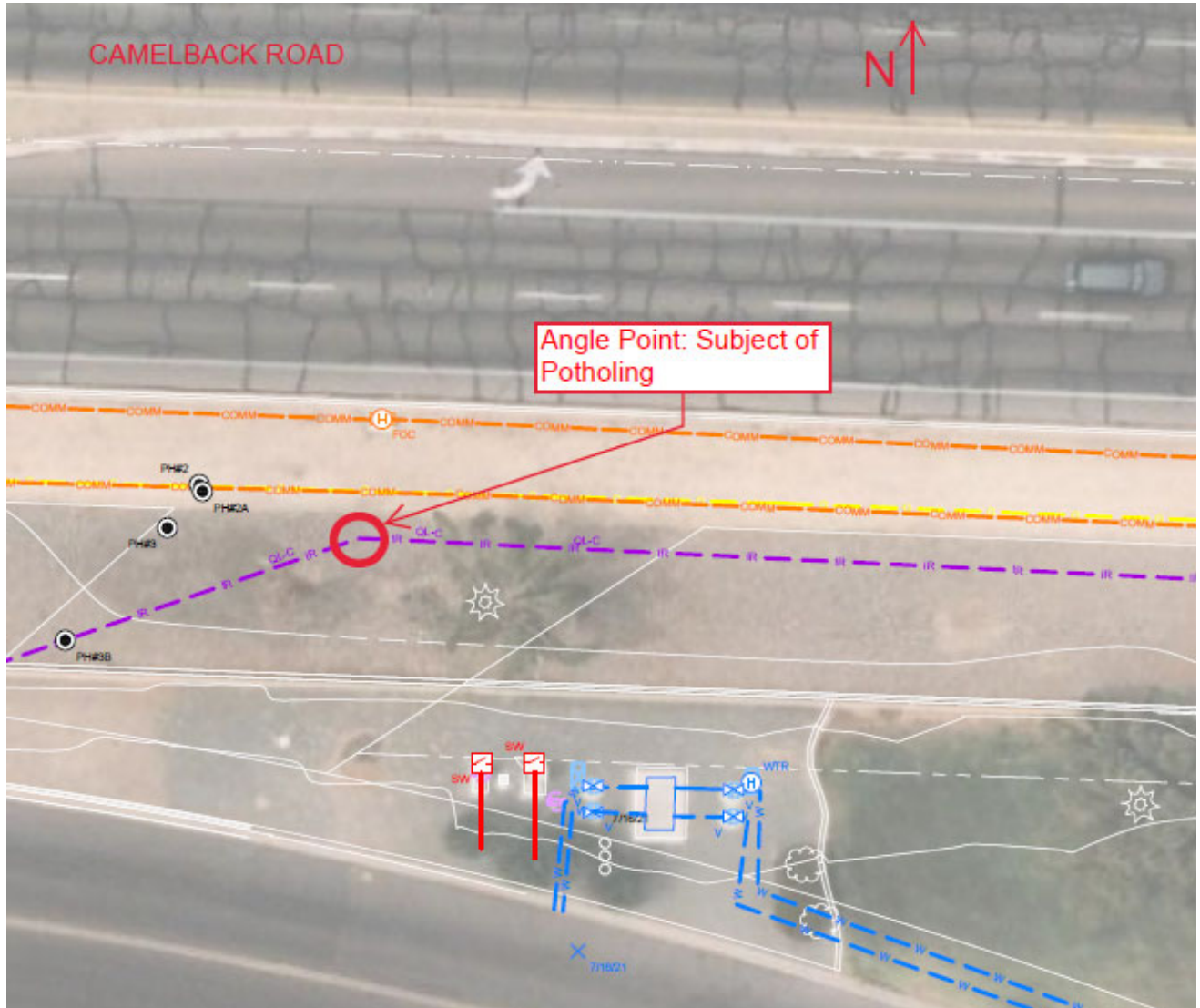
ACHEN-GARDNER CONSTRUCTION, LLC
 550 S. 79th STREET
 CHANDLER, AZ 85226



PAY ITEM	DESCRIPTION	UM	QUANTITY	UNIT PRICE	TOTAL
01	MOBILIZATION/DEMOBILIZATION	LS	1.00	\$ 1,178.70	\$ 1,178.70
02	TRAFFIC CONTROL/FLAGGING (IF NEEDED)	AL	1.00	\$ 1,000.00	\$ 1,000.00
03	SURVEY / DOCUMENTATION	LS	1.00	\$ 1,500.00	\$ 1,500.00
04	POTHOLING	DAY	5.00	\$ 2,376.00	\$ 11,880.00
05	IMPORT BACKFILL / HAUL / DUMP CONCRETE DEBRIS	LS	1.00	\$ 756.00	\$ 756.00
SUBTOTAL NOT-TO-EXCEED DIRECT COSTS					\$ 16,314.70
	GENERAL CONDITIONS (COPORATE OVERHEAD)		7.5%		1,223.60
	CONTRACTOR'S FEE		5.0%		815.74
SUBTOTAL - OVERHEAD AND FEE					\$ 2,039.34
RUNNING TOTAL NO. 1 - PROJECT DIRECT COSTS + OH & FEE					\$ 18,354.04
	INSURANCE		1.75%		321.20
	BONDS (PAYMENT & PERFORMANCE)		0.75%		137.66
SUBTOTAL - INSURANCE AND BONDS					\$ 458.85
RUNNING TOTAL NO. 2 - PROJECT DIRECT COSTS + OH & FEE + INS & BOND					\$ 18,812.89
	SALES TAXES (11.1% or 7.215% of 65% of Running Total No. 3		7.215%		1,357.35
SUBTOTAL - SALES TAXES					\$ 1,357.35
TOTAL NOT-TO EXCEED-PRICE					\$ 20,170.25

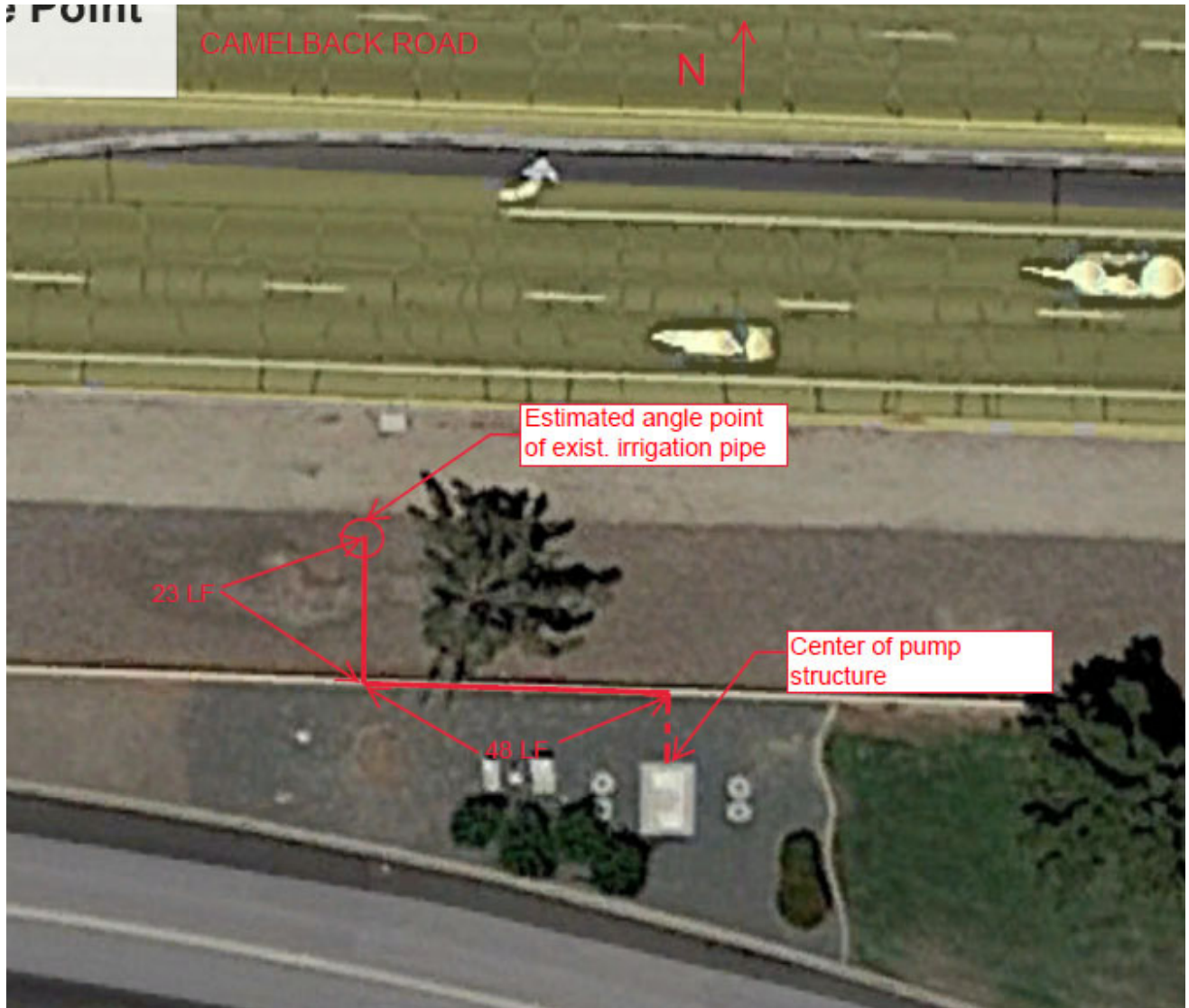
Attachment: Litchfield Camelback Potholing Proposal 12-09-21 (1) (3756 : Wigwam Irrigation)

Utility Pothole Overlay by Others

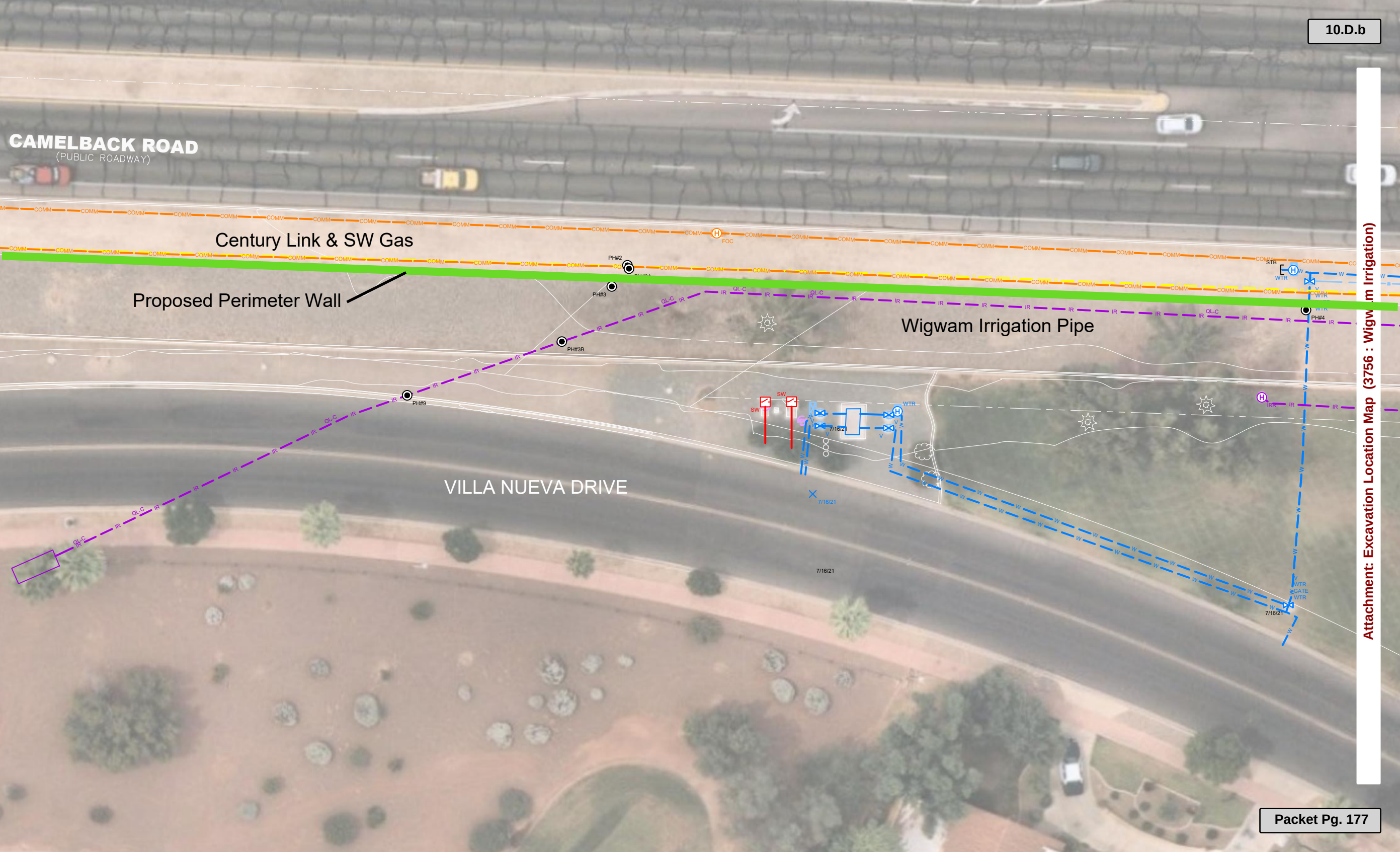


Attachment: Litchfield Camelback Potholing Proposal 12-09-21 (1) (3756 : Wigwam Irrigation)

Current Google Earth with Approximate Angle Point Location



Attachment: Litchfield Camelback Potholing Proposal 12-09-21 (1) (3756 : Wigwam Irrigation)



Attachment: Excavation Location Map (3756 : Wigwam Irrigation)

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Woody Scoutten, City Engineer
Through: Matthew Williams, City Manager
Meeting Date: February 16, 2022

Recommended Motion:

MOVE TO APPROVE THE ADDENDUM TO THE WATER LINE EXTENSION AGREEMENT AND THE ADDENDUM TO THE SEWER LINE EXTENSION AGREEMENT WITH LIBERTY UTILITIES FOR THE PURPOSE OF PROVIDING ADDITIONAL WATER AND SEWER INFRASTRUCTURE FOR THE LITCHFIELD SQUARE PROJECT.

Background/Discussion:

On June 16, 2021, the City entered into a Water Line Extension Agreement and a Sewer Line Extension Agreement with Liberty Utilities to provide for installation of water and sewer lines within the Litchfield Square project. Since then, the need for additional water and sewer facilities in Honeysuckle Street has been determined. The existing water line is two inches in size and very old. It is in the City's interest to replace this waterline with an 8-inch diameter pipe before building a new street over it. The larger pipe will also provide fire protection flow for new buildings or major building renovations that may be built on that street. Recent planning for development of the parcel north of Honeysuckle Street results in the need to extend sewer service to platted Lot 5.

Construction plans for these new water and sewer lines have been completed. These plans will become Exhibit B to these Addendums. An exhibit showing the location of the additional water and sewer lines is attached. Liberty is not requiring payment of additional administrative deposits with these Addendums.

Staff Recommendation:

Staff recommends approval of both water and sewer line extension agreement addendums.

Financial Impact:

The cost to install the water and sewer facilities in Honeysuckle Street will be paid out of Capital Funds.

Attachments:

ADDENDUM TO AGREEMENTS - Water (LXA No.1186) (1)
ADDENDUM TO AGREEMENTS - Sewer (LXA No. 2213) (1)
Exhibit B - Amendment No. 1
Honeysuckle W & S Exhibit

ADDENDUM TO AGREEMENTS

THIS ADDENDUM to the Water Line Extension Agreement entered to on this 16th day of February, 2022, between **LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP.** (“Utility”) and the **CITY OF LITCHFIELD PARK**, an Arizona Municipality (“City”), (hereafter referred to jointly as “Parties”) for the purpose of updating Exhibit B as a direct result of the expansion of the scope of the City’s project. The Parties state and agree as follows:

Recitals:

WHEREAS, on June 16, 2021, the Parties entered into a Water Line Extension Agreement (“LXA 1186” and/or “Agreement”) governing the financing and/or construction of water utility infrastructure necessary to extend and provide water utility service to City Center Phase 1A Infrastructure Litchfield Park, a commercial land parcel owned by the City in Litchfield Park, Arizona as legally described in the Agreement and its Exhibits, (hereafter referred to as the “Development”);

WHEREAS, the terms of the Agreement permits the Parties to make changes to the construction plans to include the addition of water utility infrastructure not specifically provided for or specified in the Agreement; however, the Agreement expressly requires said changes and additions to be governed by separate agreement(s) between the Parties in substantially the same for as the original Agreement;

WHEREAS, the City has provided notice to Utility of the plan to expand the scope of the project to now include additional water facilities on Honeysuckle Street not specified in the Agreement;

NOW, THEREFORE, the Parties hereby amend the Agreement to reflect the inclusion of the additional infrastructure as provided and further described below.

ADDENDUM

1. **Incorporation of Recitals.** The Recitals set forth above are acknowledged by the parties to be true and correct and are incorporated herein by this reference.

2. **Utility Plant Additions.** As provided in the Agreement, City will construct, or cause to be constructed, pay for and convey to Utility certain water utility facilities to be owned by Utility (the “Facilities”) as shown on **Exhibit “B - Amendment No. 1”**, as attached hereto. The financing and/or construction of the additional water utility facilities now included in **Exhibit “B - Amendment No. 1”** shall be treated as contemplated in LXA #1186 with the estimates shown on Exhibit C attached thereto, to be revised by Utility accordingly and as permitted in paragraph C, therein.

3. **Binding Effect of Addendum.** By execution hereof, the Parties acknowledge the terms of this Addendum and confirm the intent to continue to be bound by the terms of the Agreement, as amended by the terms of this Addendum.

4. **Entire Agreement.** This Addendum and the Agreement constitute the entire agreement between the parties regarding the subject matter thereto. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Addendum except by written amendment executed by the parties hereto. All of the terms, provisions and conditions of the Agreement which are not expressly modified, amended or clarified by this Addendum (or which, in context, must be deemed modified, amended or clarified hereby) shall remain in full force and effect.

5. **Governing Law.** This Addendum is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

6. **Counterparts.** This may be executed in counterparts, each of which shall be deemed an original, but all of which together shall 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 that the signatures of each party may be physically attached to a single document.

7. **Declaration of Understanding.** Each party represents that it is a sophisticated commercial party capable of understanding of all of terms of this Addendum, that it has had an opportunity to review this Agreement with its counsel, and that it executes this Agreement with full knowledge of its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized individuals on the day, month, and year first above written.

LIBERTY UTILITIES
(Litchfield Park Water & Sewer) Corp.
an Arizona corporation

By: _____
Matthew Garlick, President

By: _____
Crystal Greene, Secretary/Treasurer

CITY OF LITCHFIELD PARK
an Arizona Municipality

By: _____
Thomas L. Schoaf, Mayor

Attest:

Terri Roth, MMC, City Clerk

Approved As To Form:

Gust Rosenfeld, PLC, City Attorney
By: Joseph D. Estes

ADDENDUM TO AGREEMENTS

THIS ADDENDUM to the Sewer Line Extension Agreement entered to on this 16th day of February, 2022, between **LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP.** (“Utility”) and the **CITY OF LITCHFIELD PARK**, an Arizona Municipality (“City”), (hereafter referred to jointly as “Parties”) for the purpose of updating Exhibit B as a direct result of the expansion of the scope of the City’s project. The Parties state and agree as follows:

Recitals:

WHEREAS, on June 16, 2021, the Parties entered into a Sewer Line Extension Agreement (“LXA 2213” and/or “Agreement”) governing the financing and/or construction of sewer utility infrastructure necessary to extend and provide sewer utility service to City Center Phase 1A Infrastructure Litchfield Park, a commercial land parcel owned by the City in Litchfield Park, Arizona as legally described in the Agreement and its Exhibits, (hereafter referred to as the “Development”);

WHEREAS, on June 16, 2021, the Parties entered into a Sewer Line Extension Agreement (“LXA 2213”) governing the financing and/or construction of water utility infrastructure necessary to extend and provide water utility service the Development;

WHEREAS, the terms of the Agreement permits the Parties to make changes to the construction plans to include the addition of sewer utility infrastructure not specifically provided for or specified in the Agreement; however, the Agreement expressly requires said changes and additions to be governed by separate agreement(s) between the Parties in substantially the same for as the original Agreement;

WHEREAS, the City has provided notice to Utility of the plan to expand the scope of the project to now include additional sewer facilities on Honeysuckle Street not specified in the Agreement;

NOW, THEREFORE, the Parties hereby amend the Agreements to reflect the inclusion of the additional infrastructure as provided and further described below.

ADDENDUM

1. **Incorporation of Recitals.** The Recitals set forth above are acknowledged by the parties to be true and correct and are incorporated herein by this reference.

2. **Utility Plant Additions.** As provided in the Agreement, City will construct, or cause to be constructed, certain On-Site and Off-Site sewer utility facilities to be owned by Utility (collectively the “Facilities”) as shown on **Exhibit “B - Amendment No. 1”**, as amended and attached hereto. The financing and/or construction of the additional sewer utility facilities now included in the **Exhibit “B - Amendment No. 1”** shall be treated as contemplated in LXA #2213 with the estimates shown on Exhibit C attached thereto, to be revised by Utility accordingly and as permitted in paragraph C, therein.

3. **Binding Effect of Addendum.** By execution hereof, the Parties acknowledge the terms of this Addendum and confirm the intent to continue to be bound by the terms of the Agreement, as amended by the terms of this Addendum.

4. **Entire Agreement.** This Addendum and the Agreement constitute the entire agreement between the parties regarding the subject matter thereto. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

No change or addition is to be made to this Addendum except by written amendment executed by the parties hereto. All of the terms, provisions and conditions of the Agreement which are not expressly modified, amended or clarified by this Addendum (or which, in context, must be deemed modified, amended or clarified hereby) shall remain in full force and effect.

5. **Governing Law.** This Addendum is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

6. **Counterparts.** This may be executed in counterparts, each of which shall be deemed an original, but all of which together shall 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 that the signatures of each party may be physically attached to a single document.

7. **Declaration of Understanding.** Each party represents that it is a sophisticated commercial party capable of understanding of all of terms of this Addendum, that it has had an opportunity to review this Agreement with its counsel, and that it executes this Agreement with full knowledge of its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized individuals on the day, month, and year first above written.

LIBERTY UTILITIES
(Litchfield Park Water & Sewer) Corp.
an Arizona corporation

By: _____
Matthew Garlick, President

By: _____
Crystal Greene, Secretary/Treasurer

CITY OF LITCHFIELD PARK
an Arizona Municipality

By: _____
Thomas L. Schoaf, Mayor

Attest:

Terri Roth, MMC, City Clerk

Approved As To Form:

Gust Rosenfeld, PLC, City Attorney
By: Joseph D. Estes

BENCHMARK

NGS BENCHMARK PID# AJ3838, ALUMINUM CAP WITH STEEL ROD UNDER DAMAGED LID LOCATED NEAR 137TH AVENUE AND INDIAN SCHOOL ROAD. NAD 83 LAT 33-29-12.26889(N) LONG 112-21-16.64154(W) ELEVATION = 1015.20' (NAVD 88' DATUM)

BASIS OF BEARING

ALONG LITCHFIELD ROAD FROM WIGWAM BOULEVARD GOING NORTH TO POINT OF CURVATURE AS SHOWN ON MINOR LAND DIVISION OF RECORD "WIGWAM PROPERTIES", IN BOOK 1230, PAGE 11, MARICOPA COUNTY RECORDS. BEARING = (NORTH 00°15'27" EAST)

FLOOD ZONE

THE PROPERTY SHOWN HEREIN IS LOCATED IN ZONE "X" AND ZONE "A" ON FEMA FIRM PANEL NO. 04013C2155L, DATED OCTOBER 16, 2013

UTILITY COMPANIES

ELECTRIC	ARZONA PUBLIC SERVICE	07/21/2020
TELEPHONE	CENTURYLINK	07/21/2020
CATV	COX COMMUNICATIONS	07/21/2020
WATER	LIBERTY UTILITIES	10/05/2020
SEWER	LIBERTY UTILITIES	10/05/2020
GAS	SOUTHWEST GAS	07/21/2020

DATE SUBMITTED

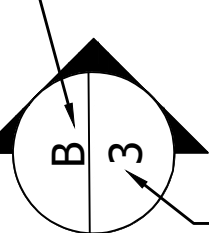
LEGAL DESCRIPTION

- A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- COMMENCING AT A FLAGPOLE AT THE SOUTHEAST CORNER OF SAID SECTION 21, FROM WHICH A MCHD BRASS CAP IN HAND HOLE AT THE EAST QUARTER CORNER OF SAID SECTION 21, BEARS NORTH (AN ASSUMED BEARING) AT A DISTANCE OF 2,710.66 FEET;
- THENCE NORTH, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 395.20 FEET;
- THENCE WEST, 43.50 FEET TO THE POINT OF BEGINNING;
- THENCE NORTH 89 DEGREES 41 MINUTES 22 SECONDS WEST, 351.90 FEET;
- THENCE SOUTH 0 DEGREES 00 MINUTES 01 SECONDS WEST, 351.43 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 43.50 FEET OF SAID SOUTHEAST QUARTER;
- THENCE NORTH 89 DEGREES 41 MINUTES 15 SECONDS WEST, ALONG SAID NORTH LINE, 565.34 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN DOCUMENT NUMBER 20090216624, RECORDS OF MARICOPA COUNTY, ARIZONA;
- THENCE NORTH 0 DEGREES 18 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF SAID PARCEL, 26.50 FEET TO THE NORTHEAST CORNER THEREOF;
- THENCE NORTH 89 DEGREES 41 MINUTES 15 SECONDS WEST, ALONG THE NORTH LINE OF SAID PARCEL, 65.00 FEET;
- THENCE NORTH 0 DEGREES 18 MINUTES 45 SECONDS EAST, ALONG SAID NORTH LINE, 5.00 FEET;
- THENCE NORTH 86 DEGREES 08 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 25.05 FEET;
- THENCE NORTH 73 DEGREES 42 MINUTES 52 SECONDS WEST, ALONG SAID NORTH LINE, 119.75 FEET;
- THENCE NORTH 78 DEGREES 00 MINUTES 47 SECONDS WEST, ALONG SAID NORTH LINE, 76.60 FEET;
- THENCE NORTH 89 DEGREES 41 MINUTES 15 SECONDS WEST, ALONG SAID NORTH LINE, 35.33 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF LITCHFIELD ROAD BYPASS, SAID POINT BEING 65.00 FEET, AS MEASURED AT RIGHT ANGLES FROM THE MONUMENT LINE OF LITCHFIELD ROAD BYPASS;
- THENCE NORTH 0 DEGREES 15 MINUTES 39 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 1238.23 FEET TO THE SOUTHWEST CORNER OF LITCHFIELD PARK SUBDIVISION NO. 17 UNIT ONE, AS RECORDED IN BOOK 123 OF MAPS, PAGE 8, RECORDS OF MARICOPA COUNTY, ARIZONA;
- THENCE SOUTH 67 DEGREES 19 MINUTES 30 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LITCHFIELD PARK SUBDIVISION NO. 17 UNIT ONE, 5.20 FEET;
- THENCE SOUTH 89 DEGREES 37 MINUTES 30 SECONDS EAST, ALONG SAID SOUTH LINE, 382.67 FEET TO THE WESTERLY RIGHT OF WAY LINE OF LA LOMA AVENUE;
- THENCE SOUTH 0 DEGREES 14 MINUTES 25 SECONDS WEST, ALONG SAID WESTERLY LINE, 60.01 FEET TO THE WESTERLY PROJECTION OF THE SOUTH LINE OF A 50.00 FOOT WIDE PERPETUAL ROADWAY EASEMENT OF FAIRWAY DRIVE, AS DESCRIBED IN DOCUMENT NO. 1994-0531420, RECORDS OF MARICOPA COUNTY, ARIZONA;
- THENCE SOUTH 89 DEGREES 37 MINUTES 30 SECONDS EAST, ALONG SAID SOUTH LINE, 483.24 FEET;
- THENCE SOUTH 0 DEGREES 21 MINUTES 00 SECONDS WEST, 10.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT PARCEL DESCRIBED IN DOCUMENT NUMBER 20110700973, RECORDS OF MARICOPA COUNTY, ARIZONA;
- THENCE SOUTH 0 DEGREES 21 MINUTES 41 SECONDS WEST, ALONG SAID EAST LINE, 398.10 FEET;
- THENCE SOUTH 89 DEGREES 37 MINUTES 44 SECONDS EAST, ALONG SAID EAST LINE, 358.75 FEET TO A POINT ON THE WEST LINE OF THE EAST 43.50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 21;
- THENCE SOUTH, ALONG SAID WEST LINE, 496.91 FEET TO THE POINT OF BEGINNING;
- CONTAINING AN AREA OF 1,283,007 SQUARE FEET OR 29.45378 ACRES, MORE OR LESS.

LEGEND

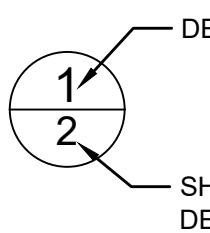
FG	FINISHED GRADE	MIN.	MINIMUM	ROW	RIGHT OF WAY	RT	RIGHT
T.O.W.	TOP OF WALL	P/L	PROPERTY LINE	SMH	SEWER MANHOLE	LT	LEFT
T.O.F.	TOP OF FOOTING	TC	TOP OF CURB	TRANS.	TRANSFORMER	§	SECTION LINE
C.M.U.	CONCRETE MASONRY UNIT	GR	GROUND	E.B.	ELECTRICAL BOX	EX.	EXISTING
A.P.N.	ASSESSORS PARCEL NUMBER	TOG	TOP OF GROUND	T.S.P.	TRAFFIC SIGNAL POLE	P	PAVEMENT
M.C.R.	MARICOPA COUNTY RECORDERS	⦿	FIRE HYDRANT	T.S.B.	TRAFFIC SIGNAL BOX	S.D.	STORM DRAIN
C.O.L.P.	CITY OF LITCHFIELD PARKWAY	CL	CENTER LINE	OFF.	OFFSET	V.G.	VALLEY GUTTER
A.B.C.	AGGREGATE BASE COURSE	P.B.	PULL BOX	C.&G.	CURB AND GUTTER	CL	CENTER LINE
C	CONCRETE						

SECTION NUMBER/LETTER



SHEET ON WHICH SECTION APPEARS

DETAIL NUMBER/LETTER



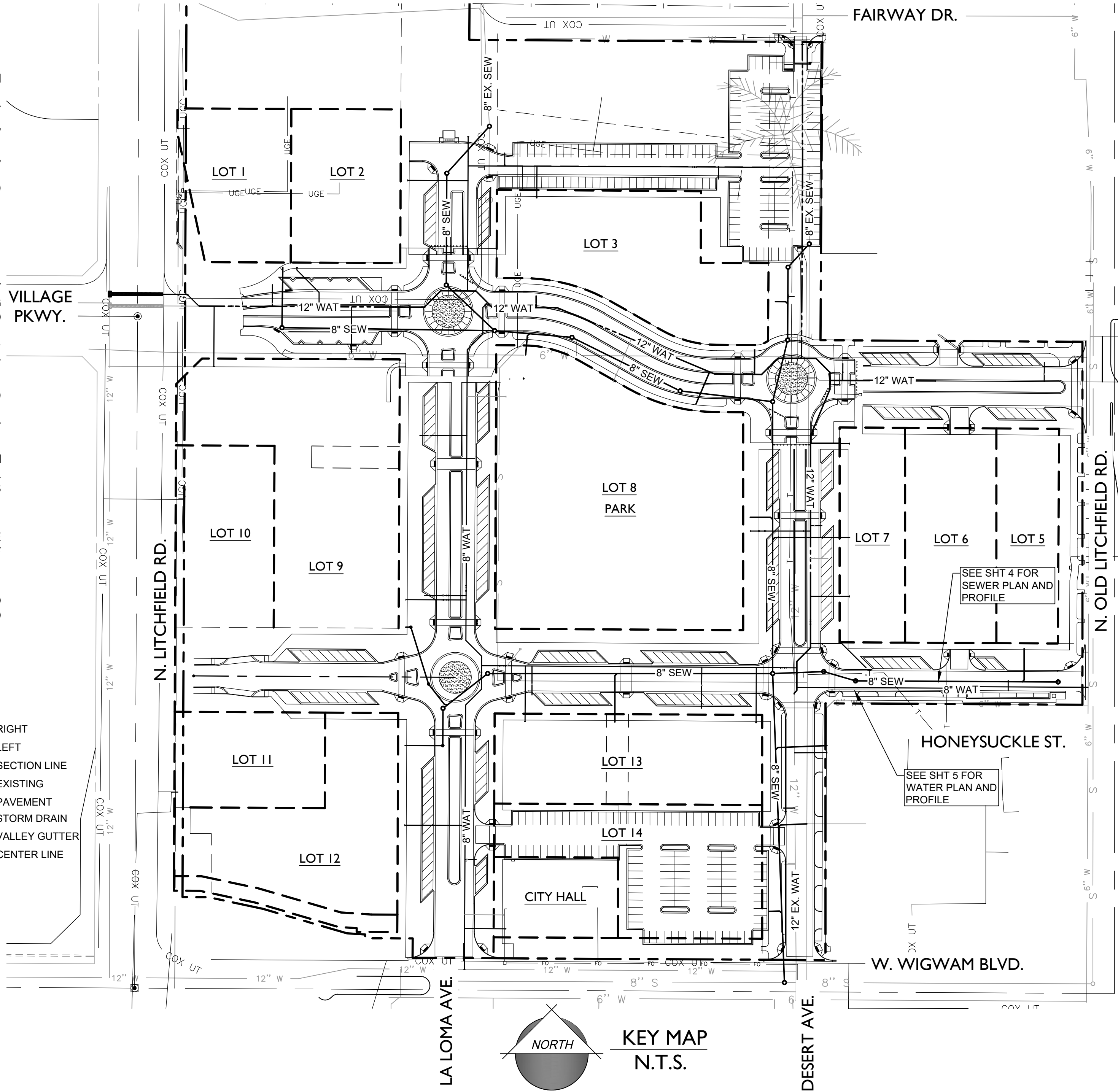
SHEET ON WHICH DETAIL APPEARS

CITY OF LITCHFIELD PARK



LITCHFIELD PARK CITY CENTER
HONEYSUCKLE ST. WATER & SEWER LINE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



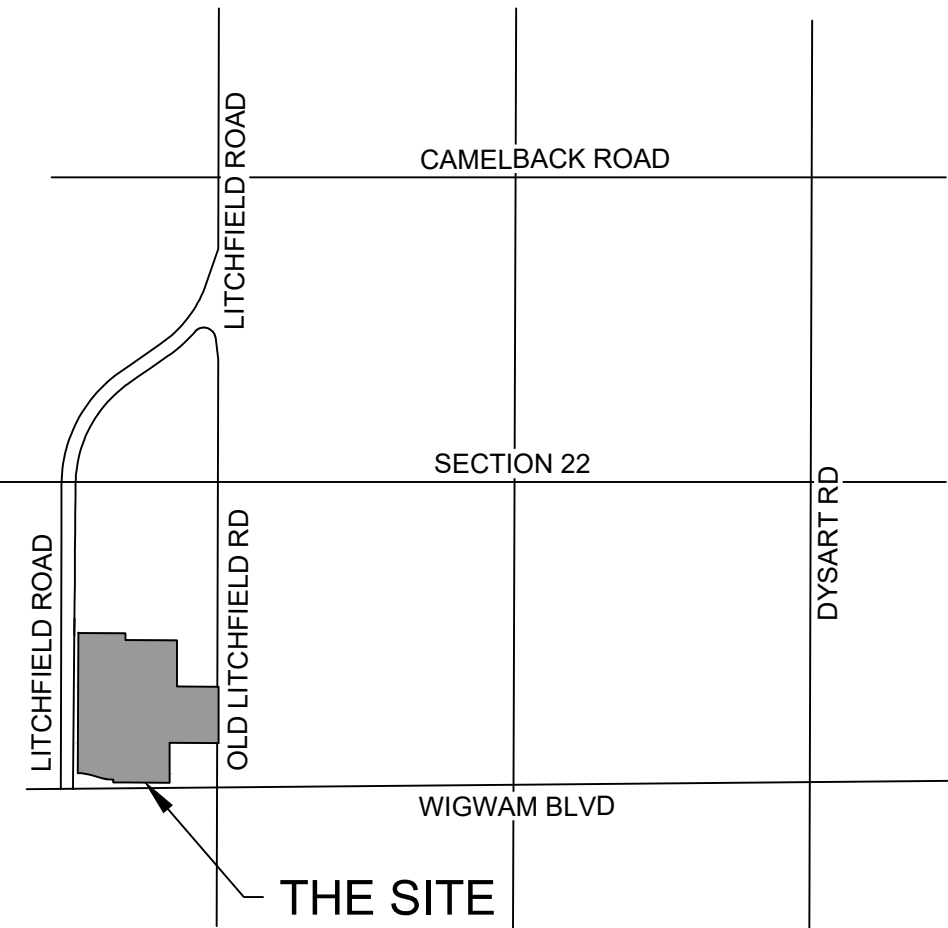
MAYOR
THOMAS SCHOAF

VICE MAYOR
PAUL FAITH

COUNCIL
RON CLAIR
ANN DONAHUE
JOHN ROMACK
TOM ROSZTOCZY
LISA BRAINARD WATSON

INTERIM CITY MANAGER
MATTHEW WILLIAMS

PUBLIC WORKS DIRECTOR
RICHARD ALVARADO



VICINITY MAP

NTS

OWNER

CITY OF LITCHFIELD PARK
214 WEST WIGWAM BLVD.
LITCHFIELD PARK, AZ 85340
PHONE: 623.935.5033
FAX: 623.935.5427

ENGINEER

EPS GROUP, INC.
125 S. AVONDALE BLVD
SUITE 115
AVONDALE, AZ 85323
PHONE: 623.547.4661

SITE SUMMARY

EXISTING PARCELS

SITE ADDRESS: 214 W. WIGWAM BLVD, LITCHFIELD PARK
AREA: 29.45 AC (GROSS)

SHEET INDEX:

DESCRIPTION		SHEET NO
COVER SHEET	CS01	1
GENERAL NOTES	CS02	2
ESTIMATE OF QUANTITIES & DETAILS	CS03	3
SEWER PLAN AND PROFILE	SP01	4
WATER PLAN AND PROFILE	SP02	5

EXHIBIT "B - AMENDMENT NO. 1"

APPROVAL

DISCLAIMER:

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS.

CITY OF LITCHFIELD PARK ENGINEER DATE

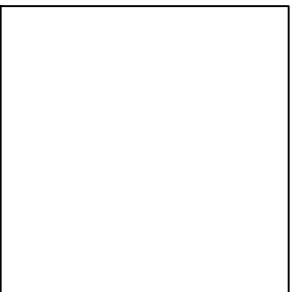
MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT
MOESD PERMIT NUMBERS: DWR-20-00822, WWR-20-00631 DATE

LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) DATE

WATER/SEWER AS-BUILT CERTIFICATION

I HEREBY CERTIFY THAT THE "AS-BUILT" MEASUREMENTS AS SHOWN HEREON WERE MADE UNDER MY SUPERVISION OR AS NOTED, AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND ARE IN CONFORMANCE WITH THE APPROVED CONSTRUCTION PLANS. ADDITIONALLY, I HEREBY CERTIFY THAT ALL MAINS AND SERVICES HAVE BEEN INSTALLED WITHIN THE LIMITS OF DEDICATED LIBERTY UTILITIES EASEMENTS OR INSIDE DEDICATED STREET RIGHT-OF-WAYS.

SEAL



14920 W. CAMELBACK ROAD
LITCHFIELD PARK, AZ 85340
MAIN OFFICE: (623) 935-9367
CONSTRUCTION INSPECTOR: (623) 935-9367

10.E.c

1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

Litchfield Park- City Center
Honeysuckle St. Water And Sewer Line
LITCHFIELD, ARIZONA

Project:

Revisions:

Call at least 48 hours before starting day before your begin excavation.
ARIZONA 80
Division of Engineering & Construction
1000 N. GILBERT AVENUE, SUITE 100
Mesa, Arizona 85203-1100

Designer: KD
Drawn by: SCD

30% PLANS
11-15-2021

Job No.
16-264.06

CS

Sheet No.
1 of 5

Attachment: Exhibit B - Amendment No. 1 (3795 : Liberty Utilities)

Packet Pg. 183

LIBERTY UTILITIES WATER NOTES

1. THE CONTRACTOR SHALL NOT CONNECT TO THE EXISTING UTILITY WATER SYSTEM UNTIL ALL TESTING IS COMPLETE AND HAS PASSED LABORATORY ANALYSIS. UTILITY AUTHORIZATION FOR CONNECTION TO THE EXISTING SYSTEM SHALL BE GIVEN ONLY ON THE BASIS OF ACCEPTABLE HYDROSTATIC, DISINFECTION AND BACTERIOLOGICAL TEST RESULTS. WATER MAINS MUST ALSO HAVE AN APPROVAL OF CONSTRUCTION ("AOC") ISSUED BY MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT ("MCESD") PRIOR TO CONNECTING TO THE EXISTING UTILITY WATER SYSTEM.
2. TESTING WATER SHALL BE SUPPLIED THROUGH A METERED CONNECTION EQUIPPED WITH A BACKFLOW PREVENTION DEVICE AT THE POINT OF CONNECTION TO THE POTABLE WATER SOURCE USED. THE CONTRACTOR SHALL PROVIDE ANY TEMPORARY PIPING NEEDED TO DELIVER POTABLE WATER TO THE PIPING THAT IS TO BE TESTED. CONTRACTORS SHOULD NOTE THAT THE UNLAWFUL EXTRACTION OF WATER FROM A FIRE HYDRANT OR OTHER NONMETERED SOURCE IS A CRIMINAL OFFENSE. THE UTILITY WILL ACTIVELY AND AGGRESSIVELY PURSUE PROSECUTION OF PERSONS ILLEGALLY EXTRACTING WATER FROM THE UTILITY'S WATER SYSTEM. A HYDRANT METER CAN BE OBTAINED BY CALLING 623-935-9367. ALL CONSTRUCTION WATER (REGARDLESS OF USE) IS TO BE METERED.
3. ALL WATER MAINS SHALL BE INSTALLED AND CONSTRUCTED IN ACCORDANCE WITH THE LATEST MAG SPECIFICATIONS AND DETAILS, THE UTILITY'S STANDARDS AND SPECIFICATIONS, AND THE DEVELOPMENT GUIDE (LATEST REVISIONS). ALL WATER MAINS SHALL BE DUCTILE IRON PIPE (DIP), CEMENTLINED PRESSURE CLASS 350. ALL PIPE AND FITTINGS SHALL BE POLYETHYLENE WRAPPED FOR THE ENTIRE LENGTH OF THE PIPE AS REQUIRED IN ACCORDANCE WITH THE UTILITY'S STANDARDS AND SPECIFICATIONS (LATEST REVISION).
4. WATER LINE EXCAVATION, BACKFILL AND COMPACTION SHALL CONFORM TO MAG STANDARD 601 AND ANY SUBSEQUENT MAG SPECIFICATION AND DETAILS. PIPELINE BEDDING SHALL CONFORM TO MAG SPECIFICATIONS 601.4 MODIFIED TO MECHANICAL COMPACTION ONLY.
5. ALL MAINS SHALL BE CHLORINATED PER MAG SPECIFICATION SECTION 611. ALL WATER MAINS SHALL BE FLUSHED AND BACTERIOLOGICALLY TESTED AFTER DISINFECTION BY A THIRD PARTY CERTIFIED IN THE STATE OF ARIZONA AT NO COST TO THE UTILITY. SAMPLES WILL BE DELIVERED TO AN ARIZONA CERTIFIED LABORATORY FOR ANALYSIS. RESULTS SHALL BE SENT TO UTILITY AT 12725 W. INDIAN SCHOOL RD, AVONDALE, AZ 85392 ATTN. DEVELOPMENT SERVICES DEPARTMENT.
6. ALL PRESSURE TESTING SHALL BE PERFORMED IN ACCORDANCE WITH UTILITY'S SPECIFICATIONS AS OUTLINED IN THE UTILITY'S MARICOPA COUNTY GENERAL CONSTRUCTION GUIDE (LATEST VERSION).
7. PIPELINE BLOW-OFFS, AIR RELEASE OR COMBINATION AIR/VACUUM RELEASE VALVES SHALL BE REQUIRED AS DIRECTED BY THE UTILITY.
8. IN ACCORDANCE WITH AAC R18-4-213, ALL MATERIALS WHICH COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NATIONAL SANITATION FOUNDATION STANDARDS 60 AND 61.
9. FIRE HYDRANTS, INCLUDING INSTALLATION, SHALL CONFORM TO THE UTILITY'S MARICOPA COUNTY GENERAL CONSTRUCTION GUIDE (LATEST VERSION).
10. PRIVATE FIRE SYSTEMS/FIRE LINES SHALL CONFORM TO UTILITY'S MARICOPA COUNTY GENERAL CONSTRUCTION GUIDE (LATEST VERSION).
11. ALL INFRASTRUCTURE/SERVICE LINES INSTALLED ON THE CUSTOMER SIDE OF THE METER IS CONSIDERED "PRIVATE" AND SHALL NOT BE OWNED, OPERATED, OR MAINTAINED BY THE UTILITY.
12. ALL WATER SERVICES, METERS, AND METER BOXES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY'S MARICOPA COUNTY GENERAL CONSTRUCTION GUIDE (LATEST VERSION).
13. ALL VALVES SHALL CONFORM TO THE UTILITY'S SPECIFICATIONS AS OUTLINED IN THE UTILITY'S MARICOPA COUNTY GENERAL CONSTRUCTION GUIDE (LATEST VERSION).
14. EXISTING WATERLINE VALVES SHALL ONLY BE OPERATED BY UTILITY PERSONNEL.
15. THE CONTRACTOR SHALL SUBMIT A WATER SERVICE MANAGEMENT PLAN TO THE UTILITY FOR APPROVAL PRIOR TO CONSTRUCTION FOR ANY PORTION OF WORK THAT MAY DISRUPT WATER SERVICE. THE WATER SERVICE MANAGEMENT PLAN SHALL INCLUDE PROVISIONS FOR PROVIDING TEMPORARY SERVICE (APPROVED BY THE UTILITY) AND COORDINATION WITH THE EXISTING CUSTOMERS REGARDING SERVICE INTERRUPTIONS.
16. MARKING TAPE SHALL BE LOCATED AT A MINIMUM OF ONE (1) FOOT ABOVE WATER LINE.
17. TRACER WIRE SHALL BE #12 GAUGE COPPER WIRE. WIRE NUTS NEED TO BE DRY SPLICE WATER-PROOF GEL PACKS. TRACER WIRE IS TO BE BROUGHT UP TO GRADE AT EACH FIRE HYDRANT, VALVE BOX, ETC.

LIBERTY UTILITIES SEWER NOTES

1. CONTRACTOR SHALL FURNISH AND PLACE A WATERTIGHT PLUG IN THE EXISTING SEWER MAINS AT ALL POINTS OF CONNECTIONS TO THE EXISTING SEWER SYSTEM. THE PLUG(S) SHALL REMAIN IN PLACE UNTIL OTHERWISE AUTHORIZED BY THE UTILITY. ALL FIELD ITEMS AND REQUIRED DOCUMENTATION (OUTLINED IN THE APPLICABLE AGREEMENT) SHALL BE SUBMITTED, REVIEWED AND APPROVED BY UTILITY PRIOR TO UTILITY ACCEPTING ANY FLOWS.
2. MANHOLES SHALL BE CONSTRUCTED IN CONFORMANCE WITH, AND SHALL MEET THE REQUIREMENTS OF, ENGINEERING BULLETIN NO. 11, MAG SPECIFICATIONS AND STANDARD DETAILS, THE UTILITY'S MARICOPA COUNTY GENERAL CONSTRUCTION GUIDE AND DEVELOPMENT GUIDE (LATEST REVISIONS).
3. CLEANOUTS SHALL BE CONSTRUCTED IN CONFORMANCE WITH, AND SHALL MEET THE REQUIREMENTS OF, THE UTILITY'S MARICOPA COUNTY GENERAL CONSTRUCTION GUIDE (LATEST VERSION).
4. POLYVINYL CHLORIDE (PVC) SEWER PIPE, EPOXY LINED DUCTILE IRON (DIP) PIPE AND ALL SERVICE LINES SHALL BE CONSTRUCTED IN CONFORMANCE WITH, AND SHALL MEET THE REQUIREMENTS OF, THE UTILITY'S SPECIFICATIONS AS OUTLINED IN UTILITY'S MARICOPA COUNTY GENERAL CONSTRUCTION GUIDE (LATEST VERSION).
5. SEWER LINE EXCAVATION, BACKFILL AND COMPACTION SHALL CONFORM TO MAG STANDARD 601 AND 615 AND ANY SUBSEQUENT MAG SPECIFICATION AND DETAILS. PIPELINE BEDDING SHALL CONFORM TO MAG SPECIFICATIONS 601.4 MODIFIED TO MECHANICAL COMPACTION ONLY.
6. THE CONTRACTOR SHALL SUBMIT A FLOW MANAGEMENT PLAN TO THE UTILITY FOR APPROVAL PRIOR TO CONSTRUCTION FOR ANY PORTION OF WORK THAT MAY DISRUPT SEWER SERVICE. THE FLOW MANAGEMENT PLAN SHALL INCLUDE PROVISIONS FOR PROVIDING TEMPORARY SERVICE (PORTABLE RESTROOMS) AND COORDINATION WITH THE EXISTING CUSTOMERS REGARDING SERVICE INTERRUPTIONS.
7. THE SEWER SHALL BE CONSTRUCTED WITH A MINIMUM OF 7.5 FT. FOR TRUNK LINES AND 5.0 FT. MINIMUM FOR ALL OTHER PROVIDED THAT SERVICE LINES HAVE 4.5 FT. MINIMUM COVER AT PROPERTY LINE.

LIBERTY UTILITIES SEWER NOTES (CONTINUED)

8. MANDREL/DEFLECTION TESTS, LOW PSI TEST, VIDEO INSPECTIONS AND VACUUM TEST REQUIREMENTS SHALL BE IN CONFORMANCE WITH UTILITY'S MARICOPA COUNTY GENERAL CONSTRUCTION GUIDE AND DEVELOPMENT GUIDE (LATEST VERSIONS).
9. ALL INFRASTRUCTURE/SERVICES AND FACILITIES INSTALLED ON THE CUSTOMER SIDE OF THE CLEAN-OUT/MANHOLE OR PROPERTY LINE IS CONSIDERED "PRIVATE" AND SHALL NOT BE OWNED, OPERATED, OR MAINTAINED BY THE UTILITY.
10. GREASE, OIL, OR SAND INTERCEPTORS MUST BE PROVIDED FOR RESTAURANTS, FAST FOOD ESTABLISHMENTS, AUTO REPAIR SHOPS, CARWASHES AND OTHER FACILITIES, WHERE OIL AND GREASE MAY BE DISCHARGED INTO A PUBLIC SEWER AND MUST MEET ALL CITY, COUNTY, UNIFORM PLUMBING CODE (UPC) AND UTILITY REQUIREMENTS, EXCEPT THAT SUCH INTERCEPTORS SHALL NOT BE REQUIRED FOR PRIVATE LIVING QUARTERS OR DWELLING UNITS. ALL SYSTEMS MUST BE APPROVED BY THE UTILITY PRETREATMENT DEPARTMENT BEFORE RECEIVING WATER/SEWER SERVICE. ALL INDUSTRIAL FACILITIES MUST MEET UTILITY PRETREATMENT REQUIREMENTS BEFORE RECEIVING WATER/SEWER SERVICE.
11. MARKING TAPE SHALL BE LOCATED AT A MINIMUM OF ONE (1) FOOT ABOVE SEWER LINE.
12. TRACER WIRE SHALL BE #12 GAUGE COPPER WIRE. WIRE NUTS NEED TO BE DRY SPLICE WATER-PROOF GEL PACKS. TRACER WIRE IS TO BE BROUGHT UP TO GRADE AT EACH CLEANOUT, MANHOLE, ETC. THE TRACER WIRE IS TO BE PLACED INSIDE THE MANHOLE AT THE RING AND COVER.

LIBERTY UTILITIES GENERAL NOTES

1. THIS PLAN SET SHALL AUTOMATICALLY TERMINATE IF DEVELOPER FAILS TO BEGIN CONSTRUCTION WITHIN ONE YEAR FROM THE PLAN APPROVAL DATE, UNLESS OTHERWISE AGREED TO IN WRITING BY UTILITY. IN THE EVENT THE DEVELOPER ELECTS TO CONSTRUCT THE FACILITIES IN PHASES, ANY PHASE OF CONSTRUCTION THAT HAS NOT COMMENCED CONSTRUCTION WITHIN ONE YEAR FROM THE PLAN APPROVAL DATE WILL NEED A NEW APPROVED PLAN SET PREPARED FOR UTILITY'S APPROVAL UNLESS OTHERWISE APPROVED BY UTILITY IN WRITING. EACH PHASE OF CONSTRUCTION SHALL BE RECOGNIZED AS AN INDEPENDENT CONSTRUCTION PROJECT AS IT PERTAINS TO THIS NOTE.
2. THE CONTRACTOR IS HEREBY ADVISED THAT THE PRODUCTS AND WORKMANSHIP FOR THIS PROJECT ARE WARRANTED TO THE UTILITY FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF THE SIGNED UTILITY FINAL ACCEPTANCE LETTER OR AS OUTLINED IN THE APPLICABLE AGREEMENT.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL FACILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL MAINTAIN IN PLACE ALL EXISTING UTILITIES. DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
4. THE UTILITY SHALL BE CONTACTED AT LEAST 48 HOURS (2 BUSINESS DAYS) PRIOR TO BEGINNING ANY CONSTRUCTION. CONTACT UTILITY AT (623.935.9367).
5. THE CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. CALL BLUE STAKE (602.236.1100) A MINIMUM OF TWO FULL WORKING DAYS PRIOR TO EXCAVATION.
6. ALL MATERIAL, WORKMANSHIP, INSTALLATION AND CONSTRUCTION PRACTICE SHALL BE IN ACCORDANCE WITH AND SHALL MEET THE REQUIREMENTS OF THE UTILITY'S MARICOPA COUNTY GENERAL CONSTRUCTION GUIDE (LATEST REVISION), THE UTILITY'S MARICOPA COUNTY DEVELOPMENT GUIDE (LATEST REVISION), THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) AND MARICOPA COUNTY. THE UTILITY'S DEVELOPMENT GUIDE AND GENERAL CONSTRUCTION GUIDES ARE AVAILABLE UPON REQUEST.
7. CONSTRUCTION WORK CONCEALED WITHOUT PRIOR INSPECTION BY THE UTILITY OR ITS DESIGNATED REPRESENTATIVE SHALL BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
8. A SIGNED AND APPROVED SET OF UTILITY CONSTRUCTION PLANS MUST BE ON THE JOB SITE AT ALL TIMES.
9. ALL FACILITIES TO BE OWNED BY THE UTILITY SHALL BE LOCATED IN DEDICATED EASEMENTS OR RIGHTS OF WAY.
10. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY FEDERAL, STATE, AND LOCAL REGULATORY AGENCIES PRIOR TO STARTING CONSTRUCTION.
11. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS (LATEST REVISIONS).
12. ALL SURVEYING AND CONSTRUCTION STAKING SHALL BE PROVIDED BY A LAND SURVEYOR/ENGINEER REGISTERED IN THE STATE OF ARIZONA AT THE CONTRACTOR/DEVELOPER'S EXPENSE.
13. THE CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS AND MATERIALS SUBMITTALS TO THE UTILITY FOR APPROVAL PRIOR TO CONSTRUCTION, AS REQUIRED BY THE UTILITY.
14. OMISSIONS OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE DRAWINGS, NOTES AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND UTILITY AND MUST BE RESOLVED BEFORE PROCEEDING WITH THE WORK.
15. DISCLAIMER: THE UTILITY IS NOT RESPONSIBLE FOR ERRORS OR OMISSIONS IN THE DEVELOPMENT GUIDE OR CONSTRUCTION GUIDE; THEY HAVE THE RIGHT TO REQUIRE CORRECTION OF ERRORS IN PLANS, WHICH ARE FOUND TO BE IN VIOLATION OF ANY FEDERAL, STATE OR LOCAL REGULATIONS AT THE ENGINEER'S AND/OR CONTRACTOR'S EXPENSE.
16. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF THE CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE ENGINEER SHALL PROVIDE THE UTILITY WRITTEN NOTIFICATION FOR ANY DESIGN AND CONSTRUCTION CHANGES. UPON THE UTILITY'S WRITTEN APPROVAL, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE UTILITY.
17. RECORD DRAWINGS (AS-BUILTS) SHALL CONFORM TO THE UTILITY'S MARICOPA COUNTY DEVELOPMENT GUIDE AND GENERAL CONSTRUCTION GUIDE (LATEST REVISIONS).
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE, MAINTENANCE, REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS, INCLUDING PRIVATE IMPROVEMENTS, IN THE WORK AREA WHICH HAVE BEEN REMOVED OR DAMAGED DURING THE COURSE OF CONSTRUCTION. ALL REPAIR, REPLACEMENT, OR CLEANUP SHALL BE COMPLETED TO THE SATISFACTION OF THE UTILITY AT THE CONTRACTOR'S EXPENSE.
19. ALL PAVEMENT REPLACEMENT SHALL CONFORM TO THE UTILITY'S STANDARDS AND SPECIFICATIONS, STANDARD DETAILS (LATEST REVISIONS) AND ANY ADDITIONAL REGULATORY OR CITY, STATE OR FEDERAL AGENCY STANDARDS, WHICHEVER ARE GREATER.
20. ALL MAIN, SERVICE AND DRY UTILITY SEPARATION SHALL CONFORM TO UTILITY'S MARICOPA COUNTY GENERAL CONSTRUCTION GUIDE AND DEVELOPMENT GUIDE (LATEST VERSION).

ENGINEERS GENERAL NOTES

1. CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING TO DETERMINE THE EXTENT OF WORK INVOLVED AS INDICATED ON THE PLAN.
2. ALL DISCREPANCIES BETWEEN THE PLANS AND ACTUAL SITE CONDITIONS SHALL BE NOTED BY THE CONTRACTOR AND BROUGHT TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION PRIOR TO BEGINNING WORK.
3. THE CONTRACTOR SHALL LOCATE, PROCURE, DELIVER, INSTALL AND MAINTAIN ALL SPECIFIED CONSTRUCTION MATERIAL. THE CONTRACTOR SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL LAWS, CODES, AND STANDARDS, AND THE REQUIREMENTS OF THE APPLICABLE PERMITS FOR THE PROCUREMENT, SHIPPING, DELIVERY, STORAGE AND INSTALLATION OF THESE MATERIALS.
4. THE WORK SHALL BE SUBJECT TO INSPECTION BY THE ENGINEER AND HIS OR HER AUTHORIZED REPRESENTATIVE AT ANY TIME DURING CONSTRUCTION AND AT OTHER SCHEDULED TIMES AND PLACES.
5. ANY WORK PERFORMED WITHOUT APPROVAL OF THE ENGINEER AND/OR ALL WORK AND MATERIAL NOT IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
6. THE CONTRACTOR SHALL CONSTRUCT A STORAGE YARD FOR MATERIALS AND EQUIPMENT, IN A LOCATION DESIGNATED AND APPROVED BY THE ENGINEER. THE STORAGE YARD SHALL BE SECURED WITH APPROPRIATE FENCING, GATES AND LOCKS.
7. ALL MATERIALS AND EQUIPMENT SHALL BE PROVIDED AND INSTALLED PER THE MANUFACTURER'S INSTRUCTIONS. ALL REQUESTS FOR SUBSTITUTIONS OF SPECIFIED MATERIALS, PRODUCTS, OR EQUIPMENT SHALL BE MADE TO THE ENGINEER FOR REVIEW AND APPROVAL OR REJECTION IN ACCORDANCE WITH MARICOPA ASSOCIATION OF GOVERNMENTS UNIFORM STANDARD SPECIFICATIONS AND THE SPECIFICATIONS FOR THE PROJECT.
8. THE PROPOSED IMPROVEMENTS ABUT PRIVATE PROPERTY AND CONTRACTOR SHALL MAKE EVERY EFFORT TO MINIMIZE DISRUPTION AND DISTURBANCE TO LANDOWNERS, RESIDENTS AND THEIR PROPERTY IMPROVEMENTS. CONTRACTOR SHALL WORK WITH THE ENGINEER TO ESTABLISH A CONSTRUCTION MANAGEMENT PLAN.
9. CONTRACTOR SHALL TAKE PRECAUTIONS TO AVOID TRESPASS ON PRIVATE PROPERTY. CONSTRUCTION SHALL BE DONE FROM STREET SIDE TO THE EXTENT POSSIBLE, ANY DAMAGE TO PRIVATE PROPERTY SHALL BE REPAIRED IMMEDIATELY BY CONTRACTOR AT HIS/HER EXPENSE AND REPORTED TO THE ENGINEER.
10. CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO PROTECT EXISTING IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY FROM DAMAGE.
11. CONTRACTOR SHALL REMOVE ALL GENERATED TRASH, CONSTRUCTION AND DEMOLITION WASTE AND OTHER DEBRIS THAT CANNOT BE RECYCLED ON THE PROJECT (SEE SPECIFICATIONS) AT HIS OR HER EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS REGARDING THE GENERATION, HANDLING, HAULING AND DISPOSAL OF TRASH, CONSTRUCTION AND DEMOLITION WASTE AND OTHER DEBRIS. THE CONTRACTOR SHALL REMOVE AND TRANSPORT THESE WASTE MATERIALS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES, STREETS, AND AREAS OR DUST BEING EMITTED INTO THE ATMOSPHERE. IN ADDITION, THE CONTRACTOR SHALL CLEAN ADJACENT STREETS OF DUST, DIRT, AND WASTE MATERIALS CAUSED BY DEMOLITION OPERATIONS. STORAGE OF CONSTRUCTION AND DEMOLITION WASTE ON-SITE WILL NOT BE PERMITTED WITHOUT ADVANCE WRITTEN APPROVAL OF THE ENGINEER TO ENSURE MINIMUM INTERFERENCE WITH ROADS, WALKS, AND ADJACENT LANDOWNERS.
12. CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FURNISHED AND INSTALLED UNDER THIS CONTRACT FOR A PERIOD OF TWO YEARS FROM THE DATE OF FINAL ACCEPTANCE. THE CONTRACTOR SHALL, AT HIS OR HER OWN EXPENSE, MAKE ALL NEEDED WARRANTY REPAIRS OR REPLACEMENTS AS REQUIRED BY THE OWNER OR ENGINEER.
13. THE CONTRACTOR SHALL ERECT A 6' TALL CHAIN LINK FENCE WITH PRIVACY CLOTH AROUND THE PERIMETER OF THE TEMPORARY CONSTRUCTION EASEMENT ("TCE") .
14. THE CONTRACTOR SHALL PROVIDE A COMPLETE SET OF 24"x36" AS-BUILT DRAWINGS WITH THE ORIGINAL PLAN AND ANY DEVIATIN FROM THE ORIGINAL PLAN CLEARLY SHOWN. EVERY SHEET SHALL BE SEALED BY A SURVEYOR LICENSED IN THE STATE OF ARIZONA.

GRADING NOTES

1. FINISH GRADE MATCHES THE PRE CONSTRUCTION FINISH GRADE, UNLESS OTHERWISE NOTED. CONTRACTOR IS RESPONSIBLE FOR BACKFILL, COMPACTION AND REMOVING MATERIAL TO ATTAIN PRE- CONSTRUCTION FINISH GRADE. FINAL GRADE WILL BE REVIEWED AND APPROVED BY THE ENGINEER.
2. CONTRACTOR SHALL FINE GRADE ALL DISTURBED AREAS IN THE PUBLIC RIGHT-OF-WAY. FINE GRADING SHALL INCLUDE THE REMOVAL OF ROCKS, DIRT CLODS, DEBRIS, ETC., FROM THE SITES, AND INSURE POSITIVE DRAINAGE TOWARDS THE STREET.
3. WHERE APPLICABLE, ALL DISTURBED AND GRADED AREAS WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE MULCHED WITH A MINIMUM OF 2 INCHES OF DECOMPOSED GRANITE ("DG") MATCHING THE COLOR AND SIZE OF GRANITE IN ADJACENT AREAS AND/OR SALVAGING AND RESPREADING THE EXISTING DG TO THE SATISFACTION OF THE ENGINEER. CONTRACTOR SHALL PROVIDE A SAMPLE OF DG IN SUFFICIENT QUANTITY TO JUDGE COLOR AND SIZE TO THE ENGINEER FOR APPROVAL. CONTRACTOR IS RESPONSIBLE FOR PURCHASING, TRANSPORTING, AND SPREADING THE DG AT NO ADDITIONAL COST TO THE OWNER.
4. ALL EXISTING LANDSCAPE PLANTS (TREES, SHRUBS, SUCCULENTS, CACTI, ETC.) LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY AND/OR CONFLICTING WITH THE PROPOSED CONSTRUCTION SHALL BE REMOVED AND PROPERLY DISPOSED OF AT NO ADDITIONAL COST TO THE OWNER.
5. CONTRACTOR SHALL LIMIT THE DISTURBANCE OF THE EXISTING GRASS TO THE LIMITS SHOWN ON THE PLANS. DAMAGE TO THE GRASS BEYOND THE LIMITS OF THE CONSTRUCTION WILL BE CORRECTED AT THE CONTRACTORS OWN EXPENSE.
6. THE CONTRACTOR SHALL REPAIR THE EXISTING IRRIGATION SPRINKLER SYSTEM AT NO ADDITIONAL COST TO THE CITY. THE CONTRACTOR SHALL WORK WITH BRIAN GOODMAN TO LOCATE THE NEW IRRIGATION LINES AND SPRINKLER HEADS.

LAYOUT AND SURVEY NOTES

1. CONTRACTOR TO VERIFY ENTIRE LAYOUT PRIOR TO START OF CONSTRUCTION WITH ENGINEER.
2. NO UNDERGROUND UTILITIES OR SUBSURFACE IMPROVEMENTS WERE MAPPED AS PART OF THE SURVEY, UNLESS OTHERWISE NOTED. NEITHER THE OWNER OR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE UTILITIES AND STRUCTURES NOT SHOWN ON THE DRAWINGS. CONTRACTOR TO VERIFY EXACT LOCATION OF UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO ADHERE TO ALL CURRENT BLUE STAKE LAWS.

WATER AND SEWER NOTES:

1. ALL VALVES SHALL CONFORM TO AWWA STANDARDS AWWA C-600 OR C603. (MAG 610.7 & 630 / MAG DETAIL 391-1 & 391-2).
2. PRESSURE TESTING OF WATER LINES SHALL BE IN ACCORDANCE WITH AWWA C600 OR MAG STANDARD 610-15.
3. ALL NEW ELEMENTS OF A DISTRIBUTION SYSTEM SHALL BE DISINFECTED IN ACCORDANCE WITH EB 8 OR AWWA C651. (MAG 610.16 & 611).
4. TEST EACH SEGMENT OF THE SEWER LINE FOR LEAKAGE USING THE APPROPRIATE ASTM TEST FOR THE PIPE MATERIAL. (R18-9-E301.D.2.J / MAG 615.11).
5. PERFORM A DEFLECTION TEST OF THE TOTAL LENGTH OF ALL SEWER LINES MADE OF FLEXIBLE MATERIALS TO ENSURE THAT THE INSTALLATION MEETS OR EXCEEDS THE MANUFACTURER'S RECOMMENDATIONS AND RECORD THE RESULTS. (R18-9-E301.D.2.I / MAG 615.11).
6. EACH MANHOLE WILL BE TESTED ACCORDING TO R18-9-E301.D.3.E AND F.

10.E.c

1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project:

Litchfield Park- City Center
Honeysuckle St. Water And Sewer Line
LITCHFIELD, ARIZONA

Revisions:

Call us whenever you need working days before your begin excavation.

811 is the number to call for all underground utility locating and marking requests in Maricopa County. (602)683-1100

Designer: KD
Drawn by: SCD

30% PLANS
11-15-2021

Job No.
16-264.06

CS02

Sheet No.
2 of 5

Attachment: Exhibit B - Amendment No. 1 (3795 : Liberty Utilities)

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QUANTITIES ARE FOR ESTIMATING PURPOSES ONLY.
ENGINEER MAKES NO GUARANTEE OF ACCURACY.

WATER NOTES

33 PROVIDE EXTRA PROTECTION TO WATER MAIN LINE PER MAG STD. DTL. 404 AND MAG STD. SPECS. 610. NO JOINTS WITHIN 10'. ONLY MECHANICAL OR RESTRAINED JOINTS WITHIN 10'. INCLUDE IDENTIFICATION TAPE.

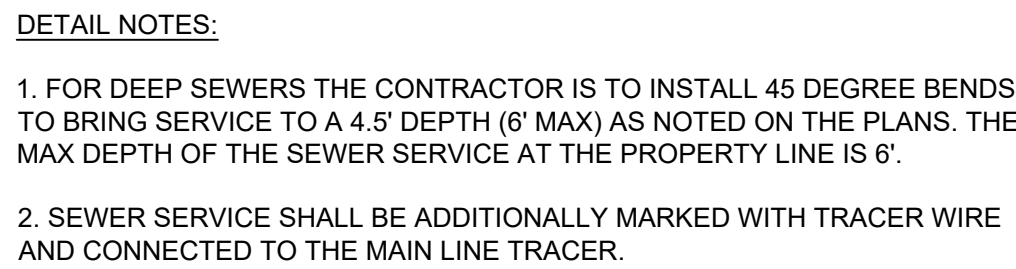
1C INSTALL 8" DUCTILE IRON PIPE, PRESSURE CLASS 350 PER MAG SPECIFICATIONS 610 AND 750 WITH POLYETHYLENE WRAP PER MAG SPECIFICATIONS 610.6. INSTALL MARKING TAPE AND DETECTABLE LOCATION DEVICE, BEDDING AND INITIAL BACKFILL SHALL CONFORM TO MAG SPECIFICATIONS 601.4 MODIFIED TO MECHANICAL COMPACTION ONLY. SEE TRENCH DETAIL D ON SHT 5.

2C INSTALL 8" - 45° BEND (FLGXMJ) WITH JOINT RESTRAINED LENGTH PER MAG STD. DTL. 303 & DIPRA THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE.

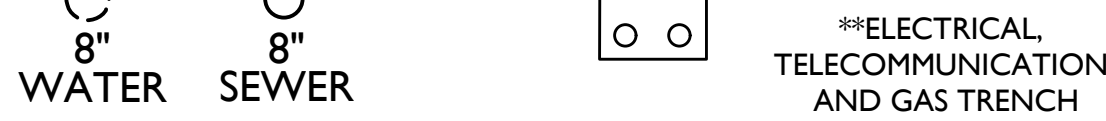
5C INSTALL 8" WATER-GATE VALVE, BOX AND COVER PER MAG 391-1 TYPE A & 392 TYPE A WITH JOINT RESTRAINED LENGTH PER MAG STD. DTL. 303 & DIPRA THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE.

6E INSTALL 12" x 8" CROSS (FLGXMJ) WITH JOINT RESTRAINED LENGTH PER MAG STD. DTL. 303 & DIPRA THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE.

6H INSTALL 8" x 6" CROSS (FLGXMJ) WITH JOINT RESTRAINED LENGTH PER MAG STD. DTL. 303 & DIPRA THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE.



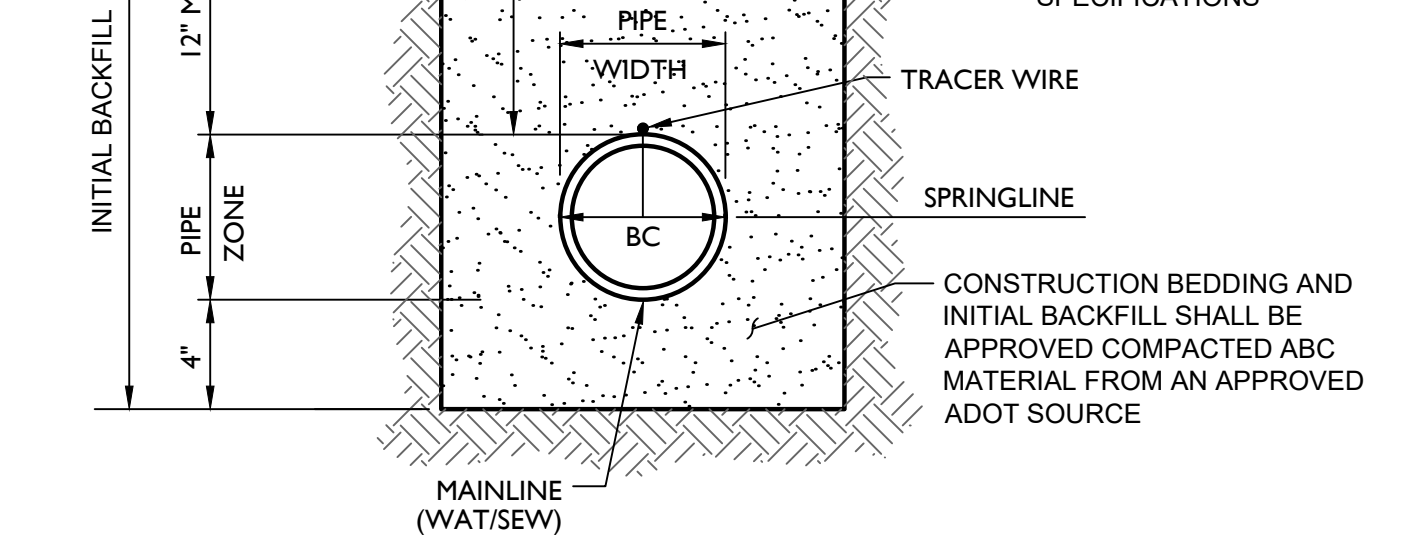
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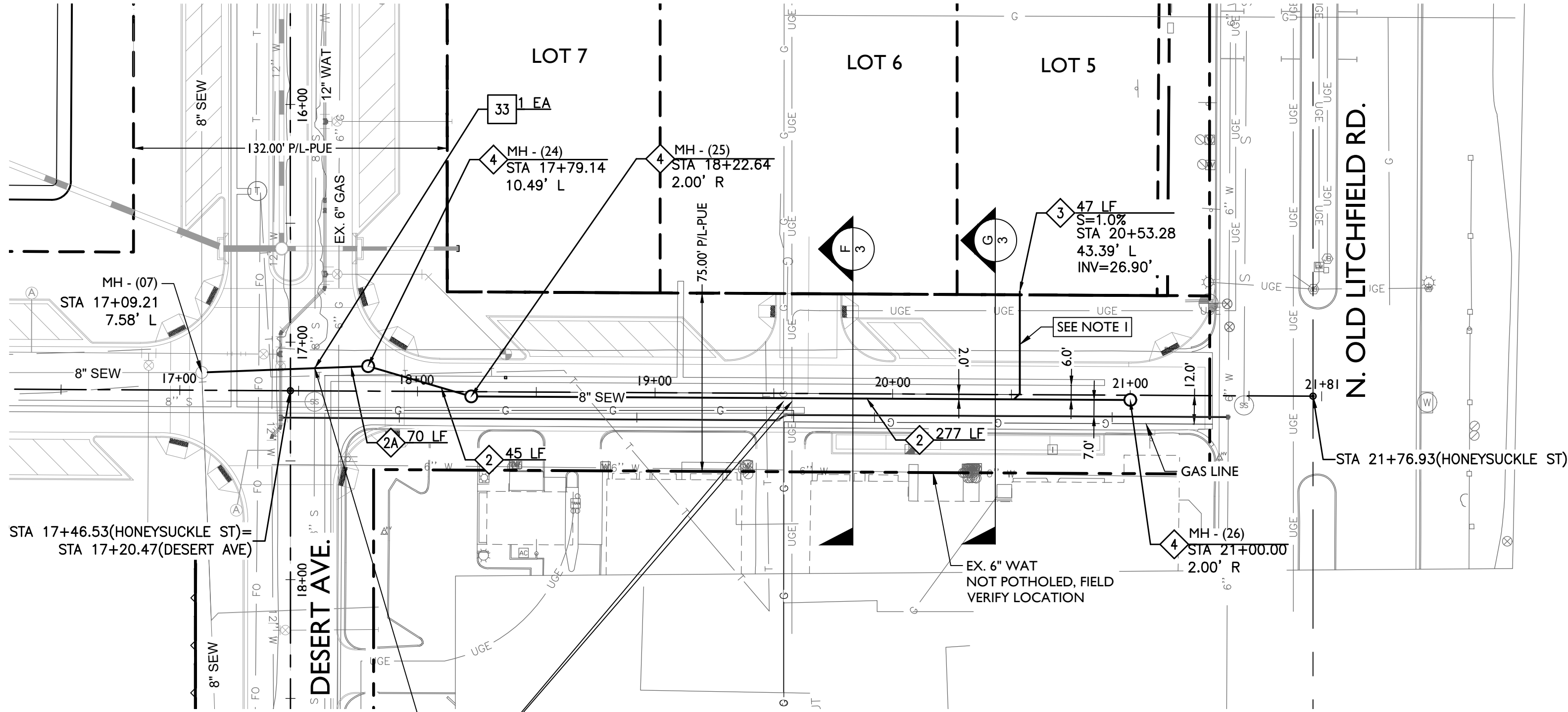
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1. FOR AREAS WITHOUT EXISTING OR PROPOSED PAVEMENT, FILL AS NECESSARY WITH FINAL BACKFILL TO MAINTAIN LEVEL GRADES WITH SURROUNDING EXISTING GRADES.
2. BACKFILL TO BE PLACED IN MAXIMUM 8" LIFTS. EACH LIFT TO BE 2 PERCENTAGE POINTS OF OPTIMUM MOISTURE CONTENT AND MECHANICALLY COMPACTED. WATER CONSOLIDATION IS NOT ALLOWED.
3. MINIMUM 4" SHADING REQUIRED UNDER PIPE.
4. BACKFILL AS NECESSARY AFTER TRENCH HAS BEEN BACKFILLED AND IS WAITING FOR PAVEMENT PLACEMENT.
5. TRENCH EXCAVATION, FILL, AND COMPACTION SHALL CONFORM TO MAG SECTION 601.
6. ALL DEBRIS AND EXCESS EXCAVATION MATERIAL SHALL BE REMOVED FROM THE SITE

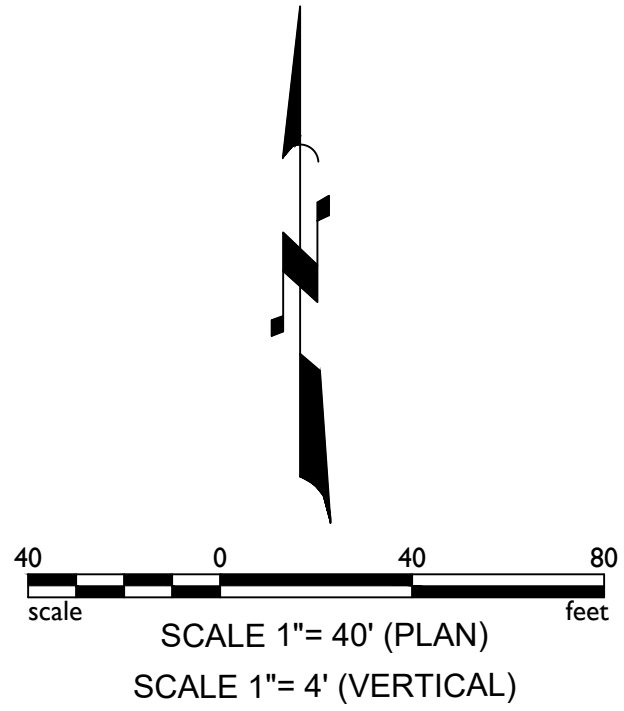
B

NOTES:
1. PROVIDE BENDS TO SERVICE LINE TO MEET MIN./MAX. DEPTH PER DETAIL A, SHEET 3.



SEWER LINE
HONEYSUCKLE STREET

CAUTION, UNDER
GROUND GAS &
ELECTRICAL LINE



CONSTRUCTION NOTES

- SEWER NOTES

2

INSTALL 8" PVC SDR 35 SEWER LINE PER MAG SPECIFICATION 601, 615 & LIBERTY UTILITIES SPECIFICATION, BEDDING & INITIAL BACKFILL PER DETAIL D ON SHEET 5.

322 LF

24

INSTALL 8" DIP SEWER LINE PER MAG SPECIFICATION 601, 615 & LIBERTY UTILITIES SPECIFICATION, BEDDING & INITIAL BACKFILL PER DETAIL D ON SHEET 5.

70 LF

3

INSTALL 6" PVC SDR 35 SEWER SERVICE LINE PER MAG SPECIFICATION 601, 615 & DTL "A" ON SHT 5. BEDDING & INITIAL BACKFILL PER DETAIL "D" ON SHT 5.

47 LF

4

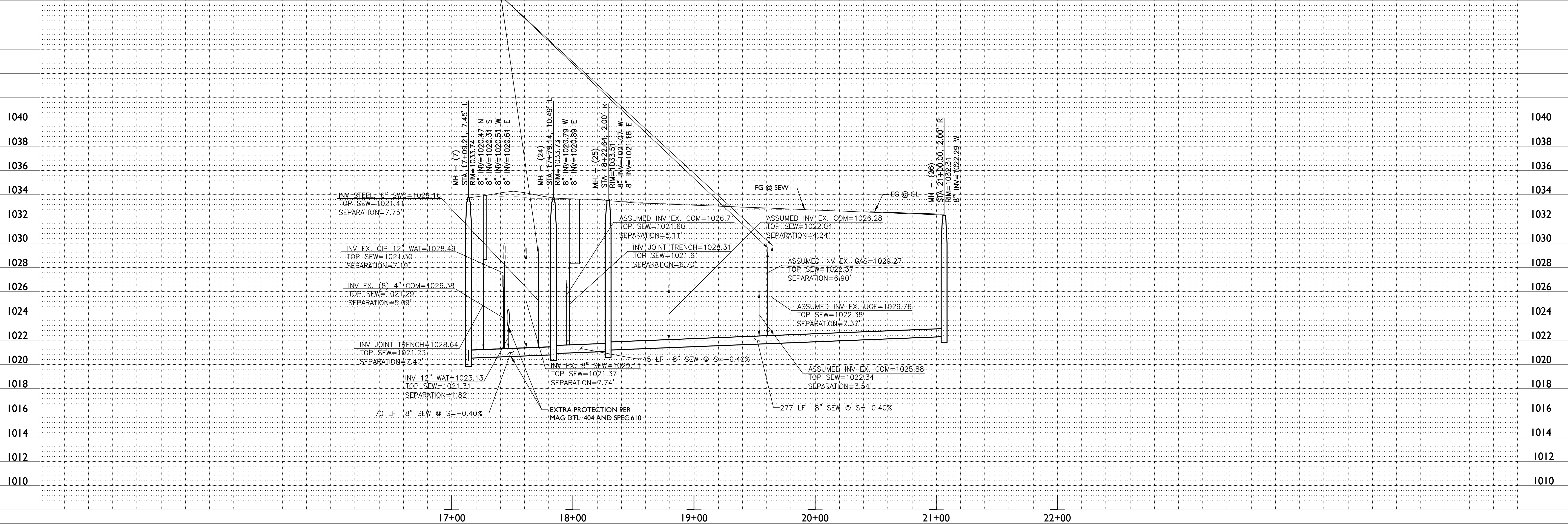
INSTALL 5-FOOT DIA. MANHOLE WITH 30-INCH RING AND COVER (NO STEPS) PER MAG STD. DTL 420 TYPE "A". 422 AND 423-2. MANHOLE IS TO BE COATED WITH INSECTICIDE PAINT APPLICATION AND SEWER SHIELD 100, SAUERISEN 210 OR APPROVED EQUAL.

3 EA

33

PROVIDE EXTRA PROTECTION TO WATER MAIN LINE PER MAG STD. DTL 404 AND MAG STD. SPEC. 610. NO JOINTS WITHIN 10'. ONLY MECHANICAL OR RESTRAINED JOINTS WITHIN 10'. INCLUDE IDENTIFICATION TAPE.

1 EA
- WATER NOTES



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EPS

GROUP

Litchfield Park- City Center
Honeysuckle St. Water And Sewer Line
LITCHFIELD, ARIZONA

Project:

Revisions:

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Call at the time of the meeting and before you begin excavating

ARIZONA 811

800-488-8848
In Maricopa County: (602)633-1100

Designer: KD
Drawn by: SCD

30% PLANS
11-15-2021

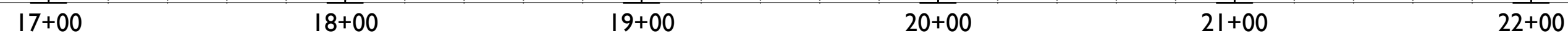
Job No.
16-264.06

SP01

Sheet No.
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of 5

Attachment: Exhibit B - Amendment No. 1 (3755 : Liberty Utilities)

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- WATER NOTES

- 400 LF

- 2 EA

- 1 EA

- 1 EA

- 1 EA



Call at least two full working days
before you begin excavation.

ARIZONA 811
Arizona Stike Stake, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-6342)
In Maricopa County: (602)263-1100

30% PLANS
11-15-2021

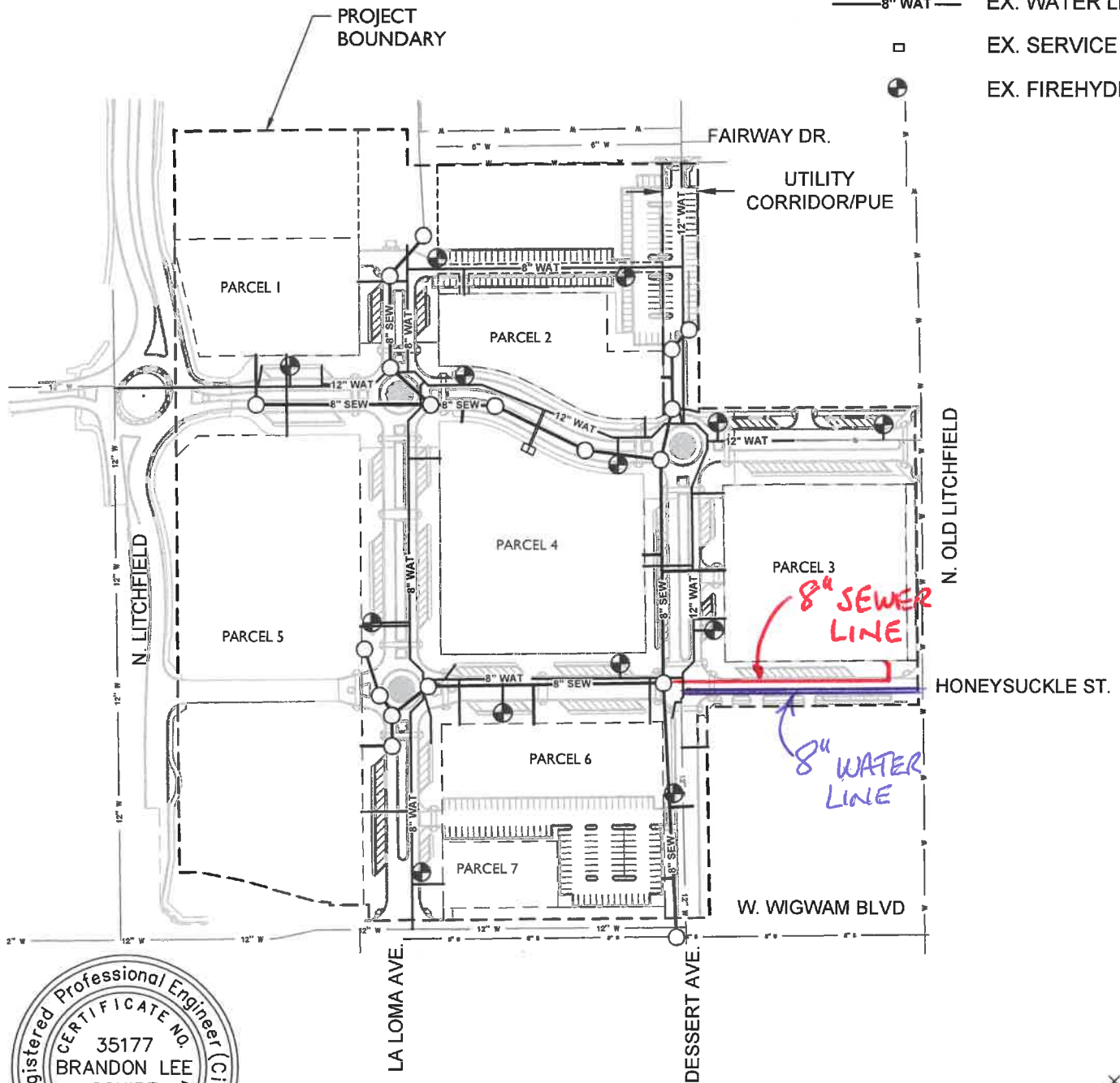
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Sheet No.
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of 5

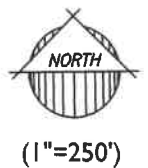
Exhibit "B" Facilities Map

LEGEND

○	MANHOLE
— 8" SEW —	EX. SEWER LINE
— 8" WAT —	EX. WATER LINE
□	EX. SERVICE
●	EX. FIREHYDRANT



Attachment: Honeysuckle W & S Exhibit (3755 : Liberty Utilities)



LITCHFIELD PARK CITY CENTER



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