

Jeremy Thacker  
4520 N. 2nd Ave  
Phoenix, AZ 85013  
Email: jeremythacker@gmail.com  
Phone: (480) 410-1923  
*Plaintiff Pro Se*

STATE OF ARIZONA  
MARICOPA COUNTY SUPERIOR COURT

<p>JEREMY THACKER,  Plaintiff Pro Se,  v.  CITY OF PHOENIX, a municipal corporation,  Defendant.</p>	<p>CASE NO. CV2025-026278  <b>EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER</b> (Assigned to the Honorable Scott Minder)</p>
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**INTRODUCTION**

This Emergency Motion for Temporary Restraining Order is brought within Plaintiff's pending statutory special action under A.R.S. § 38-431.07, in which Plaintiff seeks to enforce Arizona's Open Meeting Law ("OML") against the City of Phoenix. The Phoenix City Council is scheduled to vote on an employment agreement with former City Manager Ed Zuercher at its September 17, 2025 meeting at 2:30 p.m. — less than 24 hours from the filing of this Motion.

Plaintiff therefore seeks a Temporary Restraining Order to enjoin the City from voting on or acting upon Agenda Item 83 until the Court can determine the legality of the Council's actions under the Open Meeting Law.

This Motion is an emergency application for interim relief within the already-pending statutory special action, *Thacker v. City of Phoenix*, CV2025-026278. The new facts concerning the City Manager hiring provide contemporaneous evidence of the systemic OML abuses alleged in the First Amended Complaint and in Plaintiff's Motion for Order to Show Cause. The harm is imminent and irreparable: once the vote is taken and the contract is executed, the subversion of transparent governance is complete and the public's right to open deliberation is irretrievably lost.

## **PROCEDURAL AND FACTUAL BACKGROUND**

### **1. The Pending OML Lawsuit and Its Allegations**

The underlying litigation, Case No. CV2025-026278, was initiated by Plaintiff Jeremy Thacker as a statutory special action under A.R.S. § 38-431.07 to enforce compliance with Arizona's Open Meeting Law. The lawsuit alleges a persistent and recurring pattern of OML violations by the City of Phoenix, including the misuse of executive sessions to conduct business that should be open to the public.

The core allegations of the First Amended Complaint focus on two key procedural deficiencies. First, the City is accused of using impermissibly vague agenda descriptions for executive sessions, such as "Community Citizen Comment," which provides no meaningful notice to the public of the matters to be discussed or decided. Second, the complaint asserts that

the City relies on an unlawful blanket pre-approval of executive session dates, a practice that bypasses the OML's requirement for a contemporaneous public vote to close a meeting. This blanket approval was voted on by the City Council on November 13, 2024, to pre-authorize numerous executive sessions for the entirety of 2025. The Plaintiff's original lawsuit specifically challenged the use of this blanket approval for executive sessions held on January 28 and February 11, 2025, among others. The First Amended Complaint also highlights a concrete example of the harm caused by this practice by citing the situation of Council Member Anna Hernandez, who was not in office at the time of the November 2024 vote. Her presence at a later executive session, scheduled without a fresh public vote, illustrates how the City's procedure undermines the ability of its own elected officials to ensure real-time OML compliance on the public record.

In its Answer, the City of Phoenix admitted to the existence of the blanket pre-approval and the challenged agendas but denied any legal violation. The City's primary defense is that its agenda descriptions for executive sessions fully comply with A.R.S. § 38-431.02(I), which requires only a "general description" of the matters to be considered. As shown below, the City's handling of the City Manager hire refutes those defenses and evidences ongoing noncompliance.

## **2. The City Manager Hiring: A New and Egregious Violation**

The new facts at the center of this emergency motion involve the process by which the City of Phoenix identified and prepared to hire a new City Manager. On August 15, 2025, Phoenix City Manager Jeff Barton announced his retirement, effective November 14, 2025. In the weeks that followed, the City's process for filling this critical leadership role appears to have

been conducted entirely in secret, outside of public view. The only public agenda item noticed on this subject prior to the September 17 vote was a closed-door executive session for: "Discussion and consultation re: Hiring of New City Manager, A.R.S. §38-431.03(A)(1) and (A)(3)." (Ex. A).

No intervening public sessions were held to discuss candidates, deliberate on their qualifications, or debate or authorize the terms of a potential employment agreement. (Exs. B-1 & C-1).

The secretive hiring process culminated in the appearance of Agenda Item 83 for the September 17, 2025, Formal Meeting, which calls for a vote to "Enter Into Employment Agreement with the City Manager (Ordinance S-52295)." (Ex. C-1 & C-2). The accompanying add-on report contains a fully negotiated contract with Ed Zuercher, the former Phoenix City Manager who retired from the position in 2021. The contract sets forth a specific annual salary of \$415,542, along with detailed benefits and pension terms. (Ex. F).

Contract metadata confirms pre-decision drafting. Finder "Get Info" for the proposed employment agreement PDF shows creation and modification at 9:36 a.m. on September 16, 2025, Author: Julie Kriegh, and PDF Producer: Microsoft® Word for Microsoft 365 (Ex. F-1). This confirms the completed agreement existed hours before the City disseminated the Revised Final Agenda at 2:41 p.m. (Ex. C-2).

Document metadata confirms late notice. Finder 'Get Info' for the Revised Final shows creation 9/16/2025 at 4:45 a.m. and modification 1:08 p.m. (Ex. C-3). Plaintiff received the

Clerk’s distribution email at 2:41 p.m. (Ex. C-2)—23 hours, 49 minutes before the 2:30 p.m. meeting.

On September 15, 2025, before the agenda was revised, ABC15 reported that Phoenix intended to rehire Ed Zuercher and that a city memorandum and proposed contract already existed, including a salary exceeding \$415,000. (Ex. D).

On September 16, 2025, at approximately 2:41 p.m., the City issued a “Revised Final” agenda adding Item 83 less than 24 hours before the meeting. (Ex. C-1 & C-2).

On September 17, 2025, at 1:00 p.m. — just ninety minutes before the scheduled public vote — the City noticed a Special Meeting for the sole purpose of voting to go into executive session again on the City Manager hiring. (Ex. E; see metadata Ex. E-1).

This chronology shows that the substantive hiring decision occurred in executive session on or before September 9, 2025, and that subsequent postings were used to minimize public notice and to prepare a rubber-stamp vote.

### **LEGAL STANDARD FOR TEMPORARY RESTRAINING ORDER**

A motion for a Temporary Restraining Order and Preliminary Injunction is a request for extraordinary relief. To grant a TRO, an Arizona court must find that the movant has demonstrated four elements. See *Shoen v. Shoen*, 167 Ariz. 58, 63 (App. 1990).

1. A strong likelihood that the moving party will succeed on the merits of the case.
2. The moving party will suffer irreparable harm unless the injunction is granted.
3. The balance of hardships tips in favor of the moving party.
4. The public interest favors granting the relief.

As demonstrated below, the Plaintiff in this action meets all four elements.

## **ARGUMENT**

### **1. Plaintiff Has a Strong Likelihood of Success on the Merits**

The evidence is clear that the City's actions surrounding the City Manager hiring process violate the core tenets of the OML. The law's purpose is "to open the conduct of the business of government to the scrutiny of the public" and to "ban decision-making in secret". A.R.S. § 38-431.09; *Fisher v. Maricopa Cnty. Stadium Dist.*, 185 Ariz. 116, 124 (App. 1995).

#### **A. The City Exceeded the Lawful Scope of Executive Session**

Executive sessions are a narrowly-defined exception to the OML's general rule that all meetings be open to the public. While A.R.S. § 38-431.03(A)(1) and (A)(3) permit closed-door "discussion or consideration of employment" and "consultation for legal advice," these exceptions are strictly limited to deliberation and may not be used for "legal action" or collective commitments to be made in secret. *City of Prescott v. Town of Chino Valley*, 166 Ariz. 480, 485 (1990) (executive session may not be used to reach "a collective decision, commitment or promise"); *Johnson v. Tempe Elem. Sch. Dist. No. 3*, 199 Ariz. 567, 570 ¶15 (App. 2001) (private agreement to take action constitutes "legal action" that must occur publicly); *Fisher v. Maricopa Cnty. Stadium Dist.*, 185 Ariz. at 124 (executive sessions are for discussion, not decision). Actions taken in violation of the OML are null and void. A.R.S. § 38-431.05(A).

The presence of a fully negotiated contract with a specific candidate and a specific salary on the September 17 public agenda provides compelling evidence that the City Council exceeded the permissible scope of its executive session by (1) selecting a candidate and (2) directing staff to negotiate terms in private. See *Desert Mountain Energy Corp. v. City of Flagstaff*, No. 1 CA-SA 24-0189, ¶¶ 16–22 (Ariz. App. Mar. 4, 2025) (holding public body may not authorize litigation in executive session; such "legal action" must be taken in open meeting; reaffirming *Johnson*).

Given the completed written agreement naming Zuercher and fixing salary at \$415,542 (Ex. F), together with the late addition and 2:41 p.m. dissemination of the Revised Final (Ex. C-1 & C-2), the Council necessarily made a collective decision/commitment prior to the open meeting. Such 'legal action' cannot occur in executive session and is null and void. A.R.S. § 38-431.05(A); *Prescott*, 166 Ariz. at 485; *Johnson*, 199 Ariz. at 570 ¶15; *Desert Mountain*, ¶¶16–22.

**B. The Imminent Vote is a Perfunctory “Rubber Stamp”**

The City may argue that the September 17 vote on Agenda Item 83 satisfies the OML's requirement that all legal action occur in public. This argument is untenable and would defeat the very purpose of the OML. The law is designed to prevent public bodies from taking decisions in secret and then

holding a perfunctory, "rubber stamp" vote in public to legitimize the unlawful process.

The vote on Item 83 is a vote on a completed, fully negotiated, and final document. There is no room for public deliberation or debate on the merits of the candidate, the terms of the contract, or alternative candidates. The Council is presented with a take-it-or-leave-it proposition, rendering the September 17 vote a hollow formality. The existence of a final contract is proof that the deliberative process has already concluded, in secret. The public's right to attend and listen to the proceedings leading up to the decision has been violated.

Arizona permits "ratification" only under A.R.S. § 38-431.05(B), which requires detailed written notice describing the action to be ratified, the prior violation, and a public vote after full disclosure. A same-day, take-it-or-leave-it vote on a pre-negotiated contract is not ratification under § 38-431.05(B).

Arizona's OML requires agendas be available at least 24 hours before the meeting. A.R.S. § 38-431.02. Because Item 83 first appeared on the Revised Final disseminated at 2:41 p.m. on September 16 (Ex. C-2), the City could not lawfully consider or decide Item 83 at 2:30 p.m. the next day.

## **2. The Public Will Suffer Irreparable Harm Without a Temporary Restraining Order**

The harm at issue here is not monetary but is the subversion of the democratic process itself. The OML's policy is to "avoid decision-making in secret" and to "promote accountability by encouraging public officials to act responsively and responsibly". If the City is permitted to proceed with this vote, the public will have been permanently deprived of its statutory right to observe the deliberations that led to the selection of the City's chief administrative officer. The injury is the irreversible loss of a fundamental right to transparency and public access to governmental proceedings. A subsequent order voiding the contract, while an available remedy, is a poor substitute for stopping the violation before it occurs. The purpose of a TRO is to prevent such irreparable harm from ever occurring.

## **3. The Public Interest and the Balance of Hardships Weigh Heavily in Favor of Granting the TRO.**

The public interest is unequivocally served by enforcing the OML and upholding the principles of open government. The hiring of a City Manager is a matter of paramount importance to the public, as the individual is responsible for the day-to-day operations of the City and oversees a budget of billions of dollars. The public has a right to be informed of the deliberative process that leads to such a high-stakes decision.

The balance of hardships also tips decidedly in favor of the Plaintiff and the public. Any inconvenience caused to the City by a delay in the vote is minimal and

entirely self-inflicted. The City can and must rectify its procedural deficiencies by holding a proper, open meeting to conduct a genuine deliberation and decision-making process. The hardship to the public, if the TRO is denied, is the permanent loss of an opportunity for transparency and the ratification of a clandestine process.

#### **4. The City's Actions are a New, Compelling Example of a Systemic Problem**

The secretive handling of the City Manager hiring is not an isolated incident but a powerful new example of the systemic OML abuses alleged in the Plaintiff's existing lawsuit. The core theory of the pending litigation is that the City uses procedural maneuvers, such as vague agendas and blanket executive session approvals, to create a "black box" of secret decision-making. The City Manager hiring is a textbook illustration of this pattern. It demonstrates that the City's misuse of executive sessions is not a technical misstep but a recurring practice that deliberately circumvents the spirit and letter of the law. This new factual pattern strengthens the Plaintiff's original claim that the City's violations are systemic and require broad judicial supervision, as authorized by A.R.S. § 38-431.07(A).

### **CONCLUSION**

The City's handling of the Zuercher hiring process is a blatant violation of Arizona's Open Meeting Law. By making a substantive decision in a closed-door executive session and then scheduling a pre-determined vote in public, the City has deprived the public of its statutory right to observe and scrutinize the deliberations

of its government. This action is a clear and present danger to the principles of open government, and a TRO is the only way to prevent the imminent and irreparable harm to the public.

### **REQUESTED RELIEF**

For the foregoing reasons, Plaintiff respectfully requests that the Court grant this Emergency Motion and issue the following orders:

- A. Emergency Temporary Restraining Order:** Enjoin Defendants from considering, voting on, or otherwise acting upon Agenda Item 83 — employment agreement with Ed Zuercher — at the September 17, 2025 meeting or any subsequent meeting until this Court determines compliance with the OML.
- B. Order to Show Cause Re: Preliminary Injunction:** To command the City of Phoenix to appear and show cause why a preliminary injunction should not issue, preventing the City from taking any action regarding the hiring of a new City Manager, including a vote on the proposed contract, without first conducting a transparent, public process that complies with the OML's requirements for open deliberation and decision-making.
- C. Injunction Against Implementation of Decisions:** To enjoin the City from implementing any decisions related to the hiring of a new City Manager, including executing or acting on any contract with Ed Zuercher, should the City proceed with the vote in defiance of the Court's order. This is necessary to prevent the consummation of the irreparable harm.

- D. In-Camera Review of Executive Session Minutes:** To order the City to produce all minutes, recordings, and related documents from the relevant executive sessions for the Court's in-camera review, as authorized by A.R.S. § 38-431.07(C), to verify the extent of the OML violations, including whether a final decision was made behind closed doors.
- E. Posting/Revision Logs:** Order the City Clerk to produce CMS/web posting logs and internal agenda revision logs for Sept. 15–17, 2025 (timestamps and user IDs) for the Revised Final Agenda and Special Meeting notice.
- F. Independent Notice Violation:** Alternatively and independently, enjoin Defendants from considering or acting on Item 83 at any meeting unless and until the item is properly noticed at least 24 hours in advance under A.R.S. § 38-431.02.
- G. Security:** Waive or set nominal security under Ariz. R. Civ. P. 65(c) given the public-interest nature of OML enforcement.
- H. Award of Costs and Fees:** To award the Plaintiff his reasonable costs and attorneys' fees incurred in bringing this action, as authorized by A.R.S. § 38-431.07.
- I. Such Other and Further Relief as the Court Deems Just:** To grant any other equitable, declaratory, or injunctive relief necessary to enforce compliance with Arizona's Open Meeting Law and prevent future violations.

Respectfully submitted on this 17th day of September, 2025,

By: /s/Jeremy Thacker  
Jeremy Thacker  
Plaintiff Pro Se

## EXHIBITS LIST

- Ex. A – Sept. 9, 2025 Executive Session Notice (A.R.S. § 38-431.03(A)(1),(A)(3)).
- Ex. B-1 – 9/17/25 Final Agenda (Excerpts: Cover & Index pages) [No Item 83].
- Ex. C-1 – 9/17/25 Final Agenda “Revised” (Excerpts: Cover, Index, & Item 83 pages) [Item 83 added].
- Ex. C-2 – City Clerk distribution email (received 2:41 p.m., 9/16/25) with headers.
- Ex. C-3 – Metadata for Revised Final (created 4:45 a.m.; modified 1:08 p.m. on 9/16/25).
- Ex. D – 9/15/25 ABC15 article (contract & salary reported pre-agenda).
- Ex. E – 9/17/25 Special Executive Session Agenda (1:00 p.m.).
- Ex. E-1 – Metadata for Special E-Session Agenda (created 9/15/25 4:21 p.m.).
- Ex. F – Proposed Employment Contract for Ed Zuercher (agenda packet attachment).
- Ex. F-1 – Metadata for Employment Contract (created/modified 9:36 a.m. 9/16/25; Author: Julie Kriegh; Producer: Microsoft Word 365).
- Ex. G – One-page Chronology (Sept. 9–17, 2025) citing Exs. A—F-1
- Ex. H – Declaration of Jeremy Thacker

**NOTICE OF MEETING  
PHOENIX CITY COUNCIL EXECUTIVE SESSION  
September 9, 2025**

**REVISED**

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the members of the **PHOENIX CITY COUNCIL** and to the general public that the **PHOENIX CITY COUNCIL** will meet in Executive Session on **September 9, 2025 at 12:00 p.m. located in the Central Conference Room, 12th Floor, Phoenix City Hall, 200 West Washington, Phoenix, Arizona**, for the purposes of discussion or consultation regarding the items listed on the agenda, all as authorized by A.R.S. §38-431.03, A.1 through A.7.

**AGENDA**

1.	Discussion and consultation re: <b>Hiring of New City Manager</b> , A.R.S. §38-431.03 A.1 and A.3
2.	Discussion and consultation for legal advice re: <b>Heat Safety Ordinance</b> , A.R.S. §38-431.03 A.3

For further information, please call Dava Hall, Law Department at 602-262-4456. For reasonable accommodations, call Stephanie Mortensen 602-262-7069 (voice) or dial 7-1-1 (TRS), as early as possible to coordinate the arrangements.

# City of Phoenix

*Meeting Location:  
City Council Chambers  
200 W. Jefferson St.  
Phoenix, Arizona 85003*



**City of Phoenix**

## **Agenda**

**Wednesday, September 17, 2025**

**2:30 PM**

**phoenix.gov**

**City Council Formal Meeting**

If viewing this packet electronically in PDF, open and use bookmarks to navigate easily from one item to another.

## OPTIONS TO ACCESS THIS MEETING

Virtual Request to speak at a meeting:

- Register online by visiting the City Council Meetings page on phoenix.gov at least 2 hours prior to the start of this meeting. Then, click on this link at the time of the meeting and join the Webex to speak:

<https://phoenixcitycouncil.webex.com/phoenixcitycouncil/onstage/g.php?MTID=e6136035e7930c70285fe3aabdb401fad>

- Register via telephone at 602-262-6001 at least 2 hours prior to the start of this meeting, noting the item number. Then, use the Call-in phone number and Meeting ID listed below at the time of the meeting to call-in and speak.

In-Person Requests to speak at a meeting:

- Register in person at a kiosk located at the City Council Chambers, 200 W. Jefferson St., Phoenix, Arizona, 85003. Arrive 1 hour prior to the start of this meeting. Depending on seating availability, residents will attend and speak from the Upper Chambers, Lower Chambers or City Hall location.

- Individuals should arrive early, 1 hour prior to the start of the meeting to submit an in-person request to speak before the item is called. After the item is called, requests to speak for that item will not be accepted.

At the time of the meeting:

- Watch the meeting live streamed on phoenix.gov or Phoenix Channel 11 on Cox Cable, or using the Webex link provided above.

- Call-in to listen to the meeting. Dial 602-666-0783 and Enter Meeting ID 2554 799 2332# (for English) or 2558 955 7054# (for Spanish). Press # again when prompted for attendee ID.

- Watch the meeting in-person from the Upper Chambers, Lower Chambers or City Hall depending on seating availability.

- Members of the public may attend this meeting in person. Physical access to the meeting location will be available starting 1 hour prior to the meeting.

Para nuestros residentes de habla hispana:

- Para registrarse para hablar en español, llame al 602-262-6001 al menos 2 horas antes del inicio de esta reunión e indique el número del tema. El día de la reunión, llame al 602-666-0783 e ingrese el número de identificación de la reunión 2558 955 7054#. El intérprete le indicará cuando sea su turno de hablar.

- Para solamente escuchar la reunión en español, llame a este mismo número el día de la reunión (602-666-0783; ingrese el número de identificación de la reunión 2558 955 7054#). Se proporciona interpretación simultánea para nuestros residentes durante todas las reuniones.

- Para asistir a la reunión en persona, vaya a las Cámaras del Concejo Municipal de Phoenix ubicadas en 200 W. Jefferson Street, Phoenix, AZ 85003. Llegue 1 hora antes del comienzo de la reunión. Si desea hablar, regístrese electrónicamente en uno de los quioscos, antes de que comience el tema. Una vez que se comience a discutir el tema, no se aceptarán nuevas solicitudes para hablar. Dependiendo de cuantos asientos haya disponibles, usted podría ser sentado en la parte superior de las cámaras, en el piso de abajo de las cámaras, o en el edificio municipal.

- Miembros del público pueden asistir a esta reunión en persona. El acceso físico al lugar de la reunión estará disponible comenzando una hora antes de la reunión.

**CALL TO ORDER AND ROLL CALL**

**MINUTES OF MEETINGS**

- |   |                                                                                      |         |
|---|--------------------------------------------------------------------------------------|---------|
| 1 | <b>For Approval or Correction, the Minutes of the Formal Meeting on May 21, 2025</b> | Page 14 |
| 2 | <b>For Approval or Correction, the Minutes of the Formal Meeting on June 4, 2025</b> | Page 15 |

**BOARDS AND COMMISSIONS**

- 3 **Mayor and Council Appointments to Boards and Commissions** Page 16

*Attachments*

[Attachment A - Boards and Commissions Appointments.pdf](#)

**LIQUOR LICENSES, BINGO, AND OFF-TRACK BETTING LICENSE APPLICATIONS**

- 4 **Liquor License - Special Event - Our Lady of Czestochowa Roman Catholic Parish Phoenix - District 1** Page 18

- 5 **Liquor License - Estilo Azteca - District 1** Page 19

*Attachments*

[Attachment A - Estilo Azteca - Data.pdf](#)

[Attachment B - Estilo Azteca - Map.pdf](#)

- 6 **Liquor License - K3 Market - District 1** Page 23

*Attachments*

[Attachment A - K3 Market - Data.pdf](#)

[Attachment B - K3 Market - Map.pdf](#)

- 7 **Liquor License - Shake Shack #1604 - District 1** Page 29

*Attachments*

[Attachment A - Shake Shack #1604 - Data.pdf](#)

[Attachment B - Shake Shack #1604 - Map.pdf](#)

- 8 **Liquor License - Special Event - Arizona Wine Foundation Inc. (November 1, 2025) - District 2** Page 33

- 9 **Liquor License - Cactus Racks - District 2** Page 34

*Attachments*

[Attachment A - Cactus Racks - Data.pdf](#)

[Attachment B - Cactus Racks - Map.pdf](#)

- 10 **Liquor License - Humble Steakhouse - District 2** Page 39

*Attachments*

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- 11 **Liquor License - Special Event - St. Luke Roman Catholic Parish Phoenix - District 3** Page 43
- 12 **Liquor License - Don's Liquor - District 3** Page 44
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- 13 **Liquor License - Champagne Cafe and Lounge - District 4** Page 49
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- 14 **Liquor License - Windy City Liqa' - District 4** Page 54
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- 15 **Liquor License - 7-Eleven #42391H - District 5** Page 59
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- 16 **Liquor License - One Stop Market and Service Center - District 5** Page 64
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- 17 **Liquor License - Dilla Libre Uno Phoenix - District 6** Page 69
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- 18    **Liquor License - Uncle Bao Dumpling and Noodle House  
- District 6**    Page 74
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- 19    **Liquor License - Zong Smoke Shop - District 6**    Page 80
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- 20    **Liquor License - Special Event - The Great Arizona  
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- 21    **Liquor License - Special Event - Local First Arizona  
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- 22    **Liquor License - Special Event - Arizona Wine  
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- 24    **Liquor License - Special Event - Glow-Frame Initiative -  
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- 25    **Liquor License - Special Event - Osborn School District  
Education Foundation, Inc. - District 8**    Page 90
- 26    **Liquor License - Special Event - Saint Sava Serbian  
Orthodox Church - District 8**    Page 91
- 27    **Liquor License - Special Event - Valiant College  
Preparatory (October 24, 2025) - District 8**    Page 92
- 28    **Liquor License - Special Event - Valiant College  
Preparatory (November 7, 2025) - District 8**    Page 93

**PAYMENT ORDINANCE (Ordinance S-52256) (Items 29-37)**

- 29    **Dunlap Square Apartments, LLC**    Page 94

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| 30 | <b>League of Arizona Cities and Towns</b>                 | Page 95  |
| 31 | <b>Mill Industries, Inc.</b>                              | Page 96  |
| 32 | <b>Universal Fog Systems, Inc.</b>                        | Page 97  |
| 33 | <b>Crafco Inc.</b>                                        | Page 98  |
| 34 | <b>Dawson Infrastructure Solutions LLC</b>                | Page 99  |
| 35 | <b>Settlement of Claim(s) Borta v. City of Phoenix</b>    | Page 100 |
| 36 | <b>Settlement of Claim(s) Malinski v. City of Phoenix</b> | Page 101 |
| 37 | <b>Settlement of Claim(s) Vasquez v. City of Phoenix</b>  | Page 102 |

**ADMINISTRATION**

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| 39 | <b>Ice Supply, Delivery and Storage Contract - IFB 25-0709 - Request for Award (Ordinance S-52265) - Citywide</b>                                                                         | Page 105 |
| 40 | <b>Amendments to the City's Combined Classification and Pay Ordinance (S-51144) in Accordance With the Recommendation of Human Resources Committee 636 (Ordinance S-52287) - Citywide</b> | Page 107 |
| 41 | <b>Ak-Chin Indian Community 2025 Gaming Grant (Ordinance S-52259) - Citywide</b>                                                                                                          | Page 110 |

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| 42 | <b>Landscaping Services Residential Single-Family Home Contract - IFB-FY25-086-17 - Request for Award (Ordinance S-52273) - Citywide</b> | Page 112 |
| 43 | <b>Funding for The Moreland Affordable Housing Development Project (Ordinance S-52286) - District 8</b>                                  | Page 114 |

44 **Authorization to Amend Ordinance S-48773 to Increase Payment Authority for Custodial Services (Ordinance S-52277) - Citywide** Page 116

45 **Proposed Shopping Cart Ordinance (Ordinance G-7419) - Citywide** Page 117

*Attachments*

[Attachment A - Proposed Ordinance.pdf](#)

46 **Request to Enter Into an Agreement with UMOM New Day Centers for Halle Women's Center Chiller Replacement (Ordinance S-52291) - District 8** Page 132

### **ECONOMIC DEVELOPMENT**

47 **Aviation Land Reuse Strategy Land Disposal Located Adjacent to Interstate 17: 16 Parcels within Area G and 5 Parcels within Area I (Ordinance S-52257) - District 8** Page 134

*Attachments*

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[Attachment B - Grouping B - Area I.pdf](#)

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51 **Authorization to Amend Ordinance S-51289 Maricopa Community Colleges Foundation Venture Café Sponsorship (Ordinance S-52281) - Citywide** Page 148

52 **Painting Services - IFB 24-FMD-004 - Amendment (Ordinance S-52258) - Citywide** Page 152

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- 54 **Request to Accept Hazardous Materials Emergency Preparedness Grant Funds - Special Operations Training Prop (Ordinance S-52288) - Citywide** Page 156
- 55 **Enter Into 2025 Readiness Cooperative Agreement with FEMA (Ordinance S-52289) - Citywide** Page 158
- 56 **Acquisition of Real Property Located on the Southwest Corner of W. Sahuaro and N. 28th Drives for Future Fire Station 93 (Ordinance S-52292) - District 1** Page 160
- 57 **AZ Automated Fingerprint Identification System (AZAFIS) Hardware and Maintenance - ADSPO 13-038750 - Amendment (Ordinance S-52267) - Citywide** Page 161
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- 61 **Phoenix Sky Harbor International Airport Terminal 3 North Concourse 2 Package 3 Airport Concourse - Architectural Services Amendment - AV08000087, AV13000003 (Ordinance S-52272) - District 8** Page 169

- 62 **Trego/Dugan Aviation of Grand Island, Inc. Terminal Facility License Agreement at Phoenix Sky Harbor International Airport (Ordinance S-52275) - District 8** Page 171
- 63 **RT Sky Harbor, LLC Amendment to Termination Agreement (Ordinance S-52283) - District 8** Page 172
- 64 **Amend Ground Lease with Cutter Aviation Deer Valley, Inc. at Phoenix Deer Valley Airport (Ordinance S-52284) - District 1** Page 174
- 65 **Civil Air Patrol Lease Extension at Phoenix Deer Valley Airport (Ordinance S-52285) - District 1** Page 176
- 66 **Fleet Management Technology for Heavy-Duty Vehicles - COOP 23-042 - Amendment (Ordinance S-52290) - Citywide** Page 178
- 67 **Electrical Parts and Supplies Contract - IFB-26-FMD-012 - Request for Award (Ordinance S-52261) - Citywide** Page 179
- 68 **Generac Generators Maintenance and Repair Services Contract - RFA 26-FSD-018 - Request for Award (Ordinance S-52262) - Citywide** Page 181
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- 70 **Arizona Department of Environmental Quality Recycling Grant Opportunity for Fiscal Year 2025-26 (Ordinance S-52276) - Citywide** Page 185
- 71 **SR85 Landfill Labor Services Contract - 26-SWDD-014 - Request for Award (Ordinance S-52263) - Citywide** Page 188
- 72 **Southwest Gas Facilities Extension Agreement WR4538108 for City Project FD57100020 Fire Station 74 (Ordinance S-52274) - District 6** Page 190

- 73 **Innovation 27 Workforce Training and Education Collaborative - 2-Step Construction Manager at Risk Services Amendment - ED20000008 (Ordinance S-52293) - District 5** Page 191
- 74 **Neighborhood Services Department Broadway Heritage Streetlights and North Central Streetlights Community Development Block Grant - Design-Bid-Build Services - ST85160021 (ND30070322) and ST87250010 (ND30010037) (Ordinance S-52266) - Districts 4 & 8** Page 193
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- 76 **Authorization to Apply for and Accept Transportation Funding for Traffic Signal Optimization Through Maricopa Association of Governments for Fiscal Year 2025-26 (Ordinance S-52294) - Districts 7 & 8** Page 197
- 77 **Anchor Point Inspection, Testing and Repair - IFB-2021-WST-385 - Amendment (Ordinance S-52260) - Citywide** Page 199

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- 78 **Amend City Code - Official Supplementary Zoning Map 1292 (Ordinance G-7417) - District 2** Page 200
- Attachments*  
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- 79 **Amend City Code - Ordinance Adoption - Rezoning Application PHO-1-25--Z-58-24-8 - Approximately 710 Feet North and 305 Feet West of the Northwest Corner of 20th Avenue and South Mountain Avenue (Ordinance G-7418) - District 8** Page 204
- Attachments*  
[Attachment A - Draft Ordinance - PHO-1-25--Z-58-24-8.pdf](#)

- 80 **(CONTINUED FROM SEPTEMBER 3, 2025) - Public Hearing - Abandonment Appeal of Hearing Officer Decision - ABND 250004 - 817 W. Madison Street - District 7** Page 214

*Attachments*

[Attachment A - Map ABND 250004.pdf](#)

[Attachment B - Abandonment Hearing Officer Decision ABND 250004.pdf](#)

[Attachment C - Abandonment Appeal Application and Narrative ABND 250004.pdf](#)

[Item 56 - Continuance Memo.pdf](#)

- 81 **(CONTINUED FROM SEPTEMBER 3, 2025) - Public Hearing and Resolution Adoption - General Plan Amendment GPA-SM-1-25-8 - Approximately 1,130 Feet East of the Northeast Corner of 23rd Avenue and Baseline Road (Resolution 22329) - District 8** Page 228

*Attachments*

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[Attachment B - Staff Report - GPA-SM-1-25-8.pdf](#)

[Attachment C - VPC Summary - GPA-SM-1-25-8.pdf](#)

[Attachment D - PC Summary - GPA-SM-1-25-8.pdf](#)

[Attachment E - PC Appeal - GPA-SM-1-25-8.pdf](#)

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- 82 **(CONTINUED FROM SEPTEMBER 3, 2025) - Public Hearing and Ordinance Adoption - Rezoning Application Z-31-25-8 - Approximately 1,130 Feet East of the Northeast Corner of 23rd Avenue and Baseline Road (Ordinance G-7416) - District 8** Page 291

*Attachments*

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**REPORTS FROM CITY MANAGER, COMMITTEES OR CITY OFFICIALS**

**000 CITIZEN COMMENTS**

**ADJOURN**

# City of Phoenix

*Meeting Location:  
City Council Chambers  
200 W. Jefferson St.  
Phoenix, Arizona 85003*



**City of Phoenix**

## Agenda

**Wednesday, September 17, 2025**

**2:30 PM**

[phoenix.gov](http://phoenix.gov)

### **City Council Formal Meeting**

**\*\*\*REVISED September 16, 2025\*\*\***

**Items Revised: 13 and 48; Items Added: 83-84**

If viewing this packet electronically in PDF, open and use bookmarks to navigate easily from one item to another.

## OPTIONS TO ACCESS THIS MEETING

Virtual Request to speak at a meeting:

- Register online by visiting the City Council Meetings page on phoenix.gov at least 2 hours prior to the start of this meeting. Then, click on this link at the time of the meeting and join the Webex to speak:

<https://phoenixcitycouncil.webex.com/phoenixcitycouncil/onstage/g.php?MTID=e6136035e7930c70285fe3aabdb401fad>

- Register via telephone at 602-262-6001 at least 2 hours prior to the start of this meeting, noting the item number. Then, use the Call-in phone number and Meeting ID listed below at the time of the meeting to call-in and speak.

In-Person Requests to speak at a meeting:

- Register in person at a kiosk located at the City Council Chambers, 200 W. Jefferson St., Phoenix, Arizona, 85003. Arrive 1 hour prior to the start of this meeting. Depending on seating availability, residents will attend and speak from the Upper Chambers, Lower Chambers or City Hall location.

- Individuals should arrive early, 1 hour prior to the start of the meeting to submit an in-person request to speak before the item is called. After the item is called, requests to speak for that item will not be accepted.

At the time of the meeting:

- Watch the meeting live streamed on phoenix.gov or Phoenix Channel 11 on Cox Cable, or using the Webex link provided above.

- Call-in to listen to the meeting. Dial 602-666-0783 and Enter Meeting ID 2554 799 2332# (for English) or 2558 955 7054# (for Spanish). Press # again when prompted for attendee ID.

- Watch the meeting in-person from the Upper Chambers, Lower Chambers or City Hall depending on seating availability.

- Members of the public may attend this meeting in person. Physical access to the meeting location will be available starting 1 hour prior to the meeting.

Para nuestros residentes de habla hispana:

- Para registrarse para hablar en español, llame al 602-262-6001 al menos 2 horas antes del inicio de esta reunión e indique el número del tema. El día de la reunión, llame al 602-666-0783 e ingrese el número de identificación de la reunión 2558 955 7054#. El intérprete le indicará cuando sea su turno de hablar.

- Para solamente escuchar la reunión en español, llame a este mismo número el día de la reunión (602-666-0783; ingrese el número de identificación de la reunión 2558 955 7054#). Se proporciona interpretación simultánea para nuestros residentes durante todas las reuniones.

- Para asistir a la reunión en persona, vaya a las Cámaras del Concejo Municipal de Phoenix ubicadas en 200 W. Jefferson Street, Phoenix, AZ 85003. Llegue 1 hora antes del comienzo de la reunión. Si desea hablar, regístrese electrónicamente en uno de los quioscos, antes de que comience el tema. Una vez que se comience a discutir el tema, no se aceptarán nuevas solicitudes para hablar. Dependiendo de cuantos asientos haya disponibles, usted podría ser sentado en la parte superior de las cámaras, en el piso de abajo de las cámaras, o en el edificio municipal.

- Miembros del público pueden asistir a esta reunión en persona. El acceso físico al lugar de la reunión estará disponible comenzando una hora antes de la reunión.

### **CALL TO ORDER AND ROLL CALL**

### **MINUTES OF MEETINGS**

1 **For Approval or Correction, the Minutes of the Formal Meeting on May 21, 2025**

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- [Attachment B - Dilla Libre Uno Phoenix - Map.pdf](#)
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- [Attachment B - Uncle Bao Dumpling and Noodle House - Map.pdf](#)
- 19     **Liquor License - Zong Smoke Shop - District 6**     Page 85
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- 22     **Liquor License - Special Event - Arizona Wine Foundation Inc. (January 24, 2026) - District 8**     Page 92
- 23     **Liquor License - Special Event - Beer Babes Family - District 8**     Page 93
- 24     **Liquor License - Special Event - Glow-Frame Initiative - District 8**     Page 94
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- 26     **Liquor License - Special Event - Saint Sava Serbian Orthodox Church - District 8**     Page 96
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- 77 **Anchor Point Inspection, Testing and Repair -  
IFB-2021-WST-385 - Amendment (Ordinance S-52260) -  
Citywide** Page 205

**PLANNING AND ZONING MATTERS**

- 78 **Amend City Code - Official Supplementary Zoning Map  
1292 (Ordinance G-7417) - District 2** Page 206

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- 80 **(CONTINUED FROM SEPTEMBER 3, 2025) - Public  
Hearing - Abandonment Appeal of Hearing Officer  
Decision - ABND 250004 - 817 W. Madison Street -  
District 7** Page 220

*Attachments*

[Attachment A - Map ABND 250004.pdf](#)

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[Attachment F - Support - Z-31-25-8.pdf](#)

**ADD-ON ITEMS**

- \*83 \*\*\*REQUEST TO ADD-ON (SEE ATTACHED MEMO)\*\*\* Page 399  
Enter Into Employment Agreement with the City Manager (Ordinance S-52295) - Citywide

*Attachments*

[Add-On Memo.pdf](#)

[Contract.pdf](#)

- \*84 **\*\*\*REQUEST TO ADD-ON (SEE ATTACHED MEMO)\*\*\***  
**Request Authorization to File a Petition for Special  
Action Relief with the Arizona Court of Appeals Related  
to Airport Baggage Handling Systems Operations and  
Maintenance Procurement - District 8**

Page 410

*Attachments*

[Add-On Memo.pdf](#)

**REPORTS FROM CITY MANAGER, COMMITTEES OR CITY OFFICIALS**

**000 CITIZEN COMMENTS**

**ADJOURN**



**\*\*\*REQUEST TO ADD-ON (SEE ATTACHED MEMO)\*\*\* Enter Into Employment Agreement with the City Manager (Ordinance S-52295) - Citywide**

Request to authorize the Mayor, on behalf of the City Council, to enter into an agreement with Ed Zuercher as City Manager effective November 17, 2025, with the following principal terms.

**Summary**

The agreement with the City Manager shall commence on November 17, 2025 and shall continue for an indefinite term as provided in the City Charter.

The City Manager shall receive an annual salary of \$415,542 paid bi-weekly, with annual increases equal to the total compensation percentage awarded by the City Council to employee bargaining groups, subject to City Council disapproval at the City Manager's annual performance review. The City Manager shall receive the same benefit and fringe benefit package as other City executives.

The City Council recognizes the importance of the City Manager's participation in professional and civic organizations in the performance of his duties and the City shall reimburse the City Manager for ordinary and usual educational and membership expenses incurred by the City Manager not to exceed \$2,500 annually.

The City Manager, as a City employee, is entitled to full benefits of the City Retirement System as set forth in the City Charter, Chapter 24. Because the City Manager currently is a City of Phoenix Employees' Retirement System (COPERS) retiree, the City Manager's current retirement benefit shall be suspended as of November 17, 2025 and the City Manager shall be restored to the status of an active Member in COPERS. In this regard, the City Manager shall accrue additional service credit and benefits in COPERS for his employment under this Agreement. Upon his termination in accordance with Section 3 of this Agreement, the City Manager's COPERS' benefit shall be recalculated to include his additional benefit accrual. The City Manager's current benefit option and designated survivor(s) shall remain in effect for his original COPERS benefit. However, the City Manager shall be entitled to elect a benefit option and to designate a survivor, if applicable, in accordance with COPERS' plan terms for the additional benefit he accrues during his employment under this Agreement.

The City Manager, as a qualifying City employee, is entitled to full benefits of the Medical Expense Reimbursement Plan (MERP). Because the City Manager currently is a covered retiree, the City Manager's current MERP benefit shall be suspended as of November 17, 2025 and the City Manager shall be restored to the status of an active employee. Upon his termination in accordance with Section 3 of this Agreement, the City Manager's MERP benefit shall be reinstated. The City Manager's current benefit (\$202 per month) and designated survivor(s) shall remain in effect for his original MERP benefit.

The City agrees to defend and indemnify the City Manager against any claim or demand for damages, including legal actions, arising out of or in connection with any alleged act or omission occurring within the course and scope of performance by the City Manager of the City Manager duties as such.

**Responsible Department**

This item is submitted by the Law Department on behalf of the City Council.



**City of Phoenix**  
OFFICE OF THE CITY ATTORNEY

**To:** Jeffrey J. Barton  
City Manager


**Date:** September 15, 2025

**From:** Julie M. Kriegh *JMK*  
City Attorney

**Subject:** REQUEST TO ADD AN ITEM TO THE SEPTEMBER 17, 2025 FORMAL AGENDA – AN ORDINANCE AUTHORIZING AN AGREEMENT CONTAINING THE TERMS AND CONDITIONS OF EMPLOYMENT OF THE CITY MANAGER OF THE CITY OF PHOENIX

This memo requests to add an item to the September 17, 2025 Formal agenda to request approval of an Ordinance to approve the contract for the new City Manager, Ed Zuercher, effective November 17, 2025.

Approved by:

  
\_\_\_\_\_  
Jeffrey J. Barton  
City Manager

## **AGREEMENT NO.**

THIS AGREEMENT is made this 17th day of September 2025, by and between the CITY OF PHOENIX (the "City"), a municipal corporation of the State of Arizona, acting by and through its Mayor and City Council; and ED ZUERCHER (the "Manager"), City Manager of the City of Phoenix.

### **WITNESSETH:**

1. Scope.

The purpose of this Agreement is to set forth the basic terms and conditions under which Ed Zuercher shall perform his duties as Manager for and on behalf of the City, including the compensation, reimbursement, and fringe benefit provisions relating to said position.

2. Term.

This Agreement shall commence on November 17, 2025, for an indefinite term as required by the City Charter, Chapter III, Sec. 2, and shall be a continuing agreement between the Manager and the City unless subsequently amended. The specific provisions relating to payment of Salary and Fringe Benefits as set forth in Paragraph 6 below shall continue until such time as they may be changed by further amendments to this Agreement. The adoption of any amendments to this Agreement shall not be deemed to affect any other term or condition of this Agreement unless specifically modified by such amendment and agreed to by the parties.

3. Termination or Resignation of Manager.

- a. Charter Requirements. The parties recognize the applicability of the provision of Chapter III, Section 2 of the Charter of the City relative to removal of the Manager without cause and removal of the Manager for cause. "For cause" may include but shall not be limited to affecting or concerning the ability or fitness of the City Manager to perform the duties required by the City Charter and the City Code or affecting the capacity or fitness for the Office of the City Manager, such as inefficiency, incompetency, or other acts leading to disqualification.
- b. Notice of Resignation. The Manager further agrees that if he voluntarily resigns from his position with the City, he will provide the City Council with a minimum of sixty (60) days advance notice.

- c. Termination for Cause. The Manager further agrees to fully comply with the City of Phoenix's Ethics Policy and Non-Discrimination and Anti-Harassment ordinance as either may be amended from time to time. In the event the Manager violates the Ethics Policy or Non-Discrimination and Anti-Harassment ordinance, the parties agree that such a violation constitutes cause for termination under Chapter III, Section 2 of the City Charter.

4. Duties.

The duties of the Manager shall be as set forth in the City Charter, City Code, Ordinances, and formal actions taken by the City Council.

- a. Hours. The parties recognize that no specific hours limit the performance of the duties of the Manager. The Manager is expected to devote as many hours to the job as may be necessary to satisfactorily perform the duties of his office.
- b. Full Time Performance. The parties agree that the Manager shall devote his full time to the performance of his duties as Manager. The provisions of this subparagraph shall not prohibit the Manager from engaging in outside employment, such as teaching, writing, or speaking activities before or on behalf of any educational, professional, or civic groups or association on his own time and not at City expense.
- c. Outside work. The City Manager may not accept compensation or an honorarium for such activities, except:
- The Manager may receive expense reimbursement from the inviting group or association or may be reimbursed by the City for such activities related to his leadership position.
  - The City Manager currently receives compensation as a trustee of the Virginia G. Piper Charitable Trust, designation of which predates this Agreement. The parties agree to continue this arrangement. The Trust holds meetings on one Monday afternoon per month and on rare occasions at other times throughout the year. Trustees award charitable gifts from the Trust to qualified nonprofits in Maricopa County in the areas of health care, education, children, religious organizations, older adults, and the arts. The Manager agrees to take vacation leave for those meetings. The Manager agrees that his employment with the City will take

precedence at all times and that he will not participate in any activity that creates a conflict of interest.

- The Manager further agrees that all outside activities shall be conducted only in such a manner as to cause no interference or conflict of interest with the normal course of business activities and duties of the Manager.

5. Residency.

Pursuant to Chapter III, Section 2 of the City Charter, the Manager shall be a resident of the City.

6. Performance Evaluation.

The City Council and the Manager will, as part of the Manager's performance evaluation, mutually establish the Manager's annual work objectives and review such objectives once each year by December 31. These objectives will be based on an appraisal of the Manager's performance related to the current conditions in the City, major work program goals necessary to achieve the City goals, and the resource capabilities of the City organization.

The Mayor and the City Council will annually, prior to the end of December, as part of said annual review, evaluate the Manager's progress and performance for results achieved in relation to the past objectives, based on the goals established for the prior year. The parties agree that they will bring perceived problems or inadequacies to the attention of the other, and that they will exercise good-faith efforts to mutually resolve such perceived problems or inadequacies and differences of opinion.

7. Salary and Fringe Benefits.

The salary and fringe benefits of the Manager shall consist of the following:

- a. Salary. Biweekly payroll remuneration to be computed on an annual basis as set forth herein in the annual sum of FOUR HUNDRED FIFTEEN THOUSAND, FIVE HUNDRED FORTY-TWO DOLLARS AND (\$415,542.00).
- b. Salary Increases. The Manager shall receive annual pay increases equal to the total compensation percentage awarded by the City

Council to employee bargaining groups, effective on the date the increases are effective for the employee bargaining groups, subject to disapproval by the Council at the time of the annual performance evaluation, effective with the next pay period. If the employee bargaining groups do not all receive the same percentage increase in salary, the Manager shall receive the lowest total compensation percentage increase given to a bargaining group that year. Any additional performance-based increases must be approved at a formal City Council meeting, by Ordinance, as required by City Charter, Chapter III, section 2.

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- d. Other Payments Consistent with Executive Class. The City Manager shall receive payment by the City of direct insurance premiums and other direct payments as made applicable by this Agreement or generally applicable to the Executive Class of City employees as set forth in the Annual City Pay Ordinance adopted by the City Council.

8. Reimbursed Expenses.

The parties recognize that it is of value to the City to provide the Manager with access to professional and civic organizations and institutions in the performance of his duties. The City Controller is, therefore, directed to reimburse from City funds ordinary and usual educational and membership expenses incurred by the Manager at his discretion in the performance of his duties in an

amount not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00). These amounts may include the following:

- a. Professional Membership. Professional membership dues and subscriptions to professional organizations and journals.
- b. Civic Organizations. Initiation and annual dues to not more than two civic organizations.

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The parties agree the Manager shall receive the same automobile and communication allowances as generally applicable to the Executive Class of City employees as set forth in the Annual City Pay Ordinance adopted by the City Council. These payments shall not be deemed compensation for Retirement Plan purposes.

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The retirement components for the Manager for COPERS shall consist of the following:

- 11.1. Compensation. The Manager, as a City employee, is entitled to full benefits of the City Retirement System as set forth in the City Charter, Chapter 24. To the extent permitted by law it is the specific intent of the parties that the Manager's compensation for

Retirement Plan purposes shall be calculated based on his salary as set forth in Paragraph 6.1 (as may be amended pursuant to Sec. 6.2) and Deferred Compensation.

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The City of Phoenix authorized the Mayor to execute and sign this Agreement on its behalf on the 17th day of September 2025 by adoption of Ordinance No. S-\_\_\_\_\_.

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Ed Zuercher, City Manager

\_\_\_\_\_

CITY OF PHOENIX, a municipal corporation

\_\_\_\_\_  
KATE GALLEG0, MAYOR

ATTEST:

\_\_\_\_\_  
Denise Archibald, City Clerk

APPROVED AS TO FORM:  
Julie M. Kriegh, City Attorney

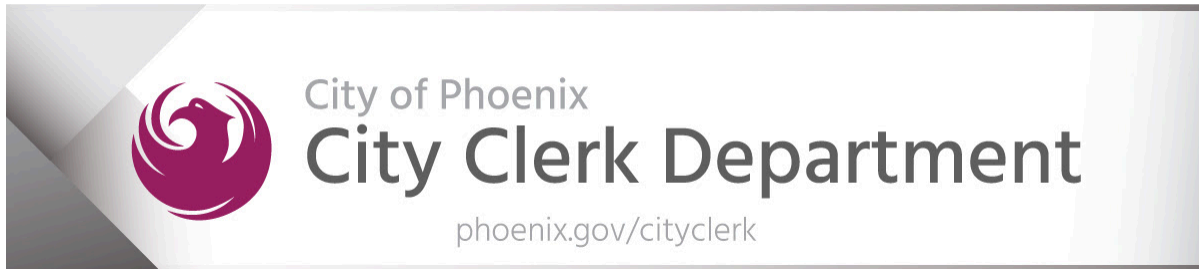
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**\*REVISED\* City Council Formal Meeting Agenda**

1 message

City of Phoenix City Clerk Department <council.packet.mailbox@phoenix.gov>  
To: Jeremy Thacker <jeremythacker@gmail.com>

Tue, Sep 16, 2025 at 2:41 PM

[View this email as a webpage](#)**\*REVISED\*****CITY COUNCIL FORMAL MEETING AGENDA**

Please click the button below to access the REVISED September 17, 2025 Formal Meeting Agenda:

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For additional information on ways to participate in this meeting please visit:  
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NEWS > LOCAL NEWS > INVESTIGATIONS

# UPDATE: Phoenix city council to vote to rehire former city manager back into role

Ed Zuercher previously retired as city manager in July 2021 when Phoenix was in the n massive scandal



Photo by: City of Phoenix website

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**UPDATE:** The Phoenix mayor and council will decide on Wednesday whether to re-hire Ed Zuercher as the city manager.

Officials updated the city council agenda to include the vote.

A city memorandum and proposed contract shows Zuercher would be paid more than \$415,000 with additional benefits and stipends.

**ORIGINAL:** ABC15 has learned the City of Phoenix is taking steps to bring back Ed Zuercher as city manager.

According to multiple sources with knowledge of the discussions, Mayor Kate Gallego and the city council have been considering Zuercher's return and may vote on the move as soon as Wednesday.

The Mayor's Office declined to comment on Monday.

Zuercher and other Phoenix officials have not yet responded to ABC15's request for comment.

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Zuercher [retired as city manager](#) in July 2021.

After Zuercher's departure, Phoenix selected Jeff Barton as its new city manager.

Barton [recently announced his own retirement](#) and will leave Phoenix in November.

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Since his retirement from Phoenix, Zuercher has worked as the executive director of the Maricopa Association of Governments.

At the end of his tenure as city manager, Phoenix was in the middle of [a massive scandal](#). The police department had been caught colluding with county prosecutors to falsely charge a group of protesters as gang members.

The scandal directly led the Department of Justice to investigate the city.

Contact ABC15 Chief Investigator Dave Biscobing at [Dave@ABC15.com](mailto:Dave@ABC15.com).

#### Latest ABC15 investigations:

**Arizona DCS faces massive staff turnover, with only 15% staying five years**

**Records: 20 children die a year in DCS custody on average**

**East Valley group home worker arrested in sex crimes case**

**Valley midwife service shuts down**

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**NOTICE OF MEETING  
PHOENIX CITY COUNCIL  
SPECIAL MEETING  
NOTICE AND AGENDA**

Pursuant to Arizona Revised Statutes, Section 38-431.02, notice is hereby given to the members of the **PHOENIX CITY COUNCIL** and to the general public, that the **PHOENIX CITY COUNCIL** will hold a special meeting open to the public on **September 17, 2025, at 1:00 p.m. located in the 12 Central Conference Room, 12th Floor, Phoenix City Hall, 200 West Washington Street, Phoenix, Arizona, 85003.**

In accordance with a request from the Mayor of the City of Phoenix, received and filed with the City Clerk on September 15, 2025, pursuant to Chapter IV, Section 20, of the Charter of the City of Phoenix, a Special Meeting of the Phoenix City Council is hereby called.

The September 17, 2025, Special Meeting will be held for the purpose of calling an Executive Session of the Phoenix City Council, to be held at the same time, for discussion and consultation. The agenda for the meeting is as follows:

**Roll Call**

**Item 1** Vote to call for Executive Session.

If authorized by the majority of the members, the Executive Session will be held immediately after the vote and will not be open to the public.

**Item 2** Executive Session - Agenda

Discussion and consultation for legal advice re: Hiring of New City Manager, A.R.S. §38-431.03 A.1 and A.3

An electronic copy of the agenda will also be available online at:

<https://www.phoenix.gov/cityclerk/publicmeetings/notices>

**Adjourn**

For further information, please call Dava Hall, Law Department at 602-262-4456.

For reasonable accommodations, call Stephanie Mortensen at 602-262-7069 (voice) or dial 7-1-1 (TRS), as early as possible to coordinate needed arrangements.

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Modification date: Sep 16, 2025 at 9:36 AM

## **AGREEMENT NO.**

THIS AGREEMENT is made this 17th day of September 2025, by and between the CITY OF PHOENIX (the "City"), a municipal corporation of the State of Arizona, acting by and through its Mayor and City Council; and ED ZUERCHER (the "Manager"), City Manager of the City of Phoenix.

### **WITNESSETH:**

1. Scope.

The purpose of this Agreement is to set forth the basic terms and conditions under which Ed Zuercher shall perform his duties as Manager for and on behalf of the City, including the compensation, reimbursement, and fringe benefit provisions relating to said position.

2. Term.

This Agreement shall commence on November 17, 2025, for an indefinite term as required by the City Charter, Chapter III, Sec. 2, and shall be a continuing agreement between the Manager and the City unless subsequently amended. The specific provisions relating to payment of Salary and Fringe Benefits as set forth in Paragraph 6 below shall continue until such time as they may be changed by further amendments to this Agreement. The adoption of any amendments to this Agreement shall not be deemed to affect any other term or condition of this Agreement unless specifically modified by such amendment and agreed to by the parties.

3. Termination or Resignation of Manager.

- a. Charter Requirements. The parties recognize the applicability of the provision of Chapter III, Section 2 of the Charter of the City relative to removal of the Manager without cause and removal of the Manager for cause. "For cause" may include but shall not be limited to affecting or concerning the ability or fitness of the City Manager to perform the duties required by the City Charter and the City Code or affecting the capacity or fitness for the Office of the City Manager, such as inefficiency, incompetency, or other acts leading to disqualification.
- b. Notice of Resignation. The Manager further agrees that if he voluntarily resigns from his position with the City, he will provide the City Council with a minimum of sixty (60) days advance notice.

- c. Termination for Cause. The Manager further agrees to fully comply with the City of Phoenix's Ethics Policy and Non-Discrimination and Anti-Harassment ordinance as either may be amended from time to time. In the event the Manager violates the Ethics Policy or Non-Discrimination and Anti-Harassment ordinance, the parties agree that such a violation constitutes cause for termination under Chapter III, Section 2 of the City Charter.

4. Duties.

The duties of the Manager shall be as set forth in the City Charter, City Code, Ordinances, and formal actions taken by the City Council.

- a. Hours. The parties recognize that no specific hours limit the performance of the duties of the Manager. The Manager is expected to devote as many hours to the job as may be necessary to satisfactorily perform the duties of his office.
- b. Full Time Performance. The parties agree that the Manager shall devote his full time to the performance of his duties as Manager. The provisions of this subparagraph shall not prohibit the Manager from engaging in outside employment, such as teaching, writing, or speaking activities before or on behalf of any educational, professional, or civic groups or association on his own time and not at City expense.
- c. Outside work. The City Manager may not accept compensation or an honorarium for such activities, except:
- The Manager may receive expense reimbursement from the inviting group or association or may be reimbursed by the City for such activities related to his leadership position.
  - The City Manager currently receives compensation as a trustee of the Virginia G. Piper Charitable Trust, designation of which predates this Agreement. The parties agree to continue this arrangement. The Trust holds meetings on one Monday afternoon per month and on rare occasions at other times throughout the year. Trustees award charitable gifts from the Trust to qualified nonprofits in Maricopa County in the areas of health care, education, children, religious organizations, older adults, and the arts. The Manager agrees to take vacation leave for those meetings. The Manager agrees that his employment with the City will take

precedence at all times and that he will not participate in any activity that creates a conflict of interest.

- The Manager further agrees that all outside activities shall be conducted only in such a manner as to cause no interference or conflict of interest with the normal course of business activities and duties of the Manager.

5. Residency.

Pursuant to Chapter III, Section 2 of the City Charter, the Manager shall be a resident of the City.

6. Performance Evaluation.

The City Council and the Manager will, as part of the Manager's performance evaluation, mutually establish the Manager's annual work objectives and review such objectives once each year by December 31. These objectives will be based on an appraisal of the Manager's performance related to the current conditions in the City, major work program goals necessary to achieve the City goals, and the resource capabilities of the City organization.

The Mayor and the City Council will annually, prior to the end of December, as part of said annual review, evaluate the Manager's progress and performance for results achieved in relation to the past objectives, based on the goals established for the prior year. The parties agree that they will bring perceived problems or inadequacies to the attention of the other, and that they will exercise good-faith efforts to mutually resolve such perceived problems or inadequacies and differences of opinion.

7. Salary and Fringe Benefits.

The salary and fringe benefits of the Manager shall consist of the following:

- a. Salary. Biweekly payroll remuneration to be computed on an annual basis as set forth herein in the annual sum of FOUR HUNDRED FIFTEEN THOUSAND, FIVE HUNDRED FORTY-TWO DOLLARS AND (\$415,542.00).
- b. Salary Increases. The Manager shall receive annual pay increases equal to the total compensation percentage awarded by the City

Council to employee bargaining groups, effective on the date the increases are effective for the employee bargaining groups, subject to disapproval by the Council at the time of the annual performance evaluation, effective with the next pay period. If the employee bargaining groups do not all receive the same percentage increase in salary, the Manager shall receive the lowest total compensation percentage increase given to a bargaining group that year. Any additional performance-based increases must be approved at a formal City Council meeting, by Ordinance, as required by City Charter, Chapter III, section 2.

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Ed Zuercher, City Manager

\_\_\_\_\_

CITY OF PHOENIX, a municipal corporation

\_\_\_\_\_  
KATE GALLEG0, MAYOR

ATTEST:

\_\_\_\_\_  
Denise Archibald, City Clerk

APPROVED AS TO FORM:  
Julie M. Kriegh, City Attorney

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### **Chronology of Events (Sept. 9–17, 2025)**

- Aug. 15, 2025 — City Manager Jeff Barton announces retirement (effective Nov. 14, 2025).
- Sept. 9, 2025 — Executive Session noticed re: “Hiring of New City Manager” under A.R.S. § 38-431.03(A)(1),(A)(3). (Ex. A)
- Sept. 15, 2025 — ABC15 reports City intends to rehire Ed Zuercher and a proposed contract/memo exists. (Ex. D)
- Sept. 15, 2025 (4:21 p.m.) — Special Meeting executive-session notice PDF created. (Ex. E-1; meeting notice at Ex. E)
- Sept. 16, 2025 (9:36 a.m.) — Proposed employment contract PDF created/modified; Author: Julie Kriegh; Producer: Microsoft Word 365. (Ex. F-1; agreement at Ex. F)
- Sept. 16, 2025 (4:45 a.m./1:08 p.m.) — Revised Final Agenda file created/modified. (Ex. C-1)
- Sept. 16, 2025 (2:41 p.m.) — Clerk distributes Revised Final Agenda adding Item 83. (Ex. C-2)
- Sept. 17, 2025 (1:00 p.m.) — Special Meeting convenes solely to enter executive session on City Manager hiring. (Ex. E)
- Sept. 17, 2025 (2:30 p.m.) — Formal Council meeting set to vote on Item 83 (employment agreement). (Ex. C)

# DECLARATION OF JEREMY THACKER

IN SUPPORT OF EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER

STATE OF ARIZONA

MARICOPA COUNTY SUPERIOR COURT

Jeremy Thacker, Plaintiff Pro Se,

v.

City of Phoenix, a municipal corporation, Defendant.

Case No. CV2025-026278

I, Jeremy Thacker, declare:

1. Personal Knowledge. I am the Plaintiff in this action. I have personal knowledge of the facts stated below and, if called as a witness, I could and would testify competently to them.
2. Time Zone. Unless otherwise indicated, all dates and times are Arizona (America/Phoenix) time.
3. Executive Session Agenda (Ex. A). On or about September 9, 2025, I downloaded from the City of Phoenix website the Executive Session notice re: "Hiring of New City Manager" (A.R.S. § 38-431.03(A)(1),(A)(3)). A true and correct copy is attached as Exhibit A.
4. Final Agenda (Ex. B-1; lodging of full B). On September 11, 2025, I accessed the City's Final Agenda for the September 17, 2025 Formal Council Meeting. Because the full PDF is very large, I prepared an excerpt showing the cover/date

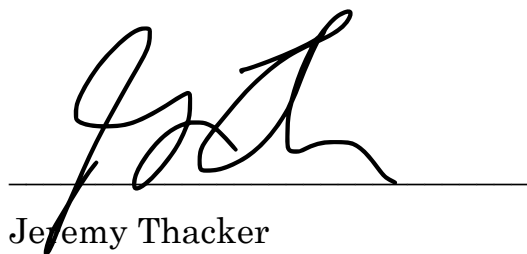
and the agenda index listing all items, which does not include Item 83. A true and correct excerpt is attached as Exhibit B-1. I will lodge the full Final Agenda as Exhibit B with the Court as directed.

5. Revised Final Agenda (Ex. C). On September 16, 2025, I downloaded the Revised Final Agenda that first added Item 83 (“Enter Into Employment Agreement with the City Manager (Ordinance S-52295)”). Because the full PDF is very large, I prepared an excerpt showing the cover/date, the agenda index listing all items, and the pages for Item 83. A true and correct copy is attached as Exhibit C-1.
6. Revised Final Metadata (Ex. C-1). On September 16–17, 2025, using macOS Finder’s “Get Info” panel, I captured a screenshot of the Revised Final Agenda’s metadata showing Creation: 9/16/2025 4:45 a.m. and Modification: 1:08 p.m. (PDF Producer: Ruby CombinePDF). A true and correct screenshot is attached as Exhibit C-3.
7. Clerk Distribution Email (Ex. C-2). On September 16, 2025 at 2:41 p.m., I received an email from the City Clerk’s office distributing the Revised Final Agenda. A true and correct copy of that email (with headers showing the received timestamp) is attached as Exhibit C-2.
8. News Report (Ex. D). On September 15, 2025, I downloaded a news article (ABC15) reporting that Phoenix intended to rehire Ed Zuercher and that a City memorandum and proposed contract already existed, including a salary exceeding \$415,000. A true and correct copy is attached as Exhibit D.
9. Special Meeting Notice (Ex. E) and Metadata (Ex. E-1). On September 17, 2025, I downloaded the Special Meeting notice for 1:00 p.m. to enter executive session on the City Manager hiring. A true and correct copy is attached as Exhibit E. I also captured metadata with a screenshot of Finder “Get Info” showing Creation: 9/15/2025 4:21 p.m. for that PDF; a true and correct screenshot is attached as Exhibit E-1.

10. Proposed Employment Agreement (Ex. F) and Metadata (Ex. F-1). The agenda packet includes a Proposed Employment Agreement naming Ed Zuercher and fixing salary at \$415,542, with detailed terms; a true and correct copy is attached as Exhibit F. I captured a screenshot of metadata using Finder “Get Info” for that contract PDF showing Creation/Modification: 9/16/2025 9:36 a.m., Author: Julie Kriegh, and PDF Producer: Microsoft® Word for Microsoft 365; a true and correct screenshot is attached as Exhibit F-1.
11. Chronology (Ex. G). For the Court’s convenience, I prepared a one-page chronology of the above events with citations to Exhibits A through F-1. A true and correct copy is attached as Exhibit G.
12. Authenticity. Exhibits C-2, C-3, E-1, and F-1 are true and correct screenshots that I captured on my computer reflecting the file information and/or email headers for the corresponding PDFs and the Clerk’s distribution. The screenshots accurately depict the metadata and timestamps as displayed by macOS.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 17, 2025, in Phoenix, Arizona.

A handwritten signature in black ink, appearing to read 'J. Thacker', is written over a horizontal line.

Jeremy Thacker

Plaintiff Pro Se