



NOTICE OF REGULAR MEETING OF THE TOWN COUNCIL

Mayor Gerry M. Friedel

Vice Mayor Gayle Earle

Councilmember Brenda J. Kalivianakis

Councilmember Hannah Larrabee

Councilmember Peggy McMahon

Councilmember Allen Skillicorn

Councilmember Rick Watts

TIME: 5:30 PM - REGULAR MEETING
DOORS OPEN 15 MINUTES PRIOR TO THE START OF THE MEETING
WHEN: TUESDAY, MARCH 3, 2026
WHERE: FOUNTAIN HILLS COUNCIL CHAMBERS
16705 E. AVENUE OF THE FOUNTAINS, FOUNTAIN HILLS, ARIZONA

Councilmembers of the Town of Fountain Hills will attend either in person or by telephone conference call; a quorum of the Town's various Commission, Committee or Board members may be in attendance at the Council meeting.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. If a child is present at the time a recording is made, the Town will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

PARTICIPATION IN PUBLIC MEETINGS

Request to Comment Cards

To speak or submit written comments, a **Request to Comment** card is required. **Cards must be completed and submitted to the Town Clerk before the meeting begins. Late or incomplete cards will not be accepted.** A separate card is required for each agenda item.

Agenda Items (Consent or Regular)

Request to Comment cards must include the **agenda item number**, whether the speaker is **FOR** or **AGAINST** the item, and whether the individual wishes to speak or submit written comments.

Online Request to Comment cards may be submitted for regular agenda items only to either provide written comments or request to speak at the meeting. **Online submissions must be received by 12:00 PM the day before the meeting** at: <https://www.fountainhillsaz.gov/publiccomment>. Online comments are shared with the Town Council.

Call to the Public requests are accepted in person only. Request to Comment cards must be submitted prior to the meeting commencing. **Online submissions are not accepted for Call to the Public.**

Speaking Rules

Speakers may speak only when recognized by the Presiding Officer and are limited to **three (3) minutes**. All comments must be directed through the Presiding Officer, not to individual Councilmembers or staff.

Request to Comment cards and submitted information are public records subject to public disclosure.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Town Council, and to the general public, that at this meeting, the Town Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the Town's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. INVOCATION

- a. **PRESENTED BY:** Pastor Clayton J. Wilfer, Joy Church of Fountain Hills.

3. ROLL CALL

4. STATEMENT OF PARTICIPATION

Anyone wishing to address the Council regarding items listed on the agenda or during Call to the Public must completely fill out a Request to Comment card located in the back of the Council Chambers and hand it to the Town Clerk prior to the start of the meeting. Once the meeting has started, late requests to speak cannot be accepted. When your name is called, please approach the podium, speak into the microphone, and state your name and if you are a resident for the public record. Comments may not exceed three minutes. It is the policy of the Mayor and Council not to comment on items brought forth under "Call to the Public." However, staff can be directed to report back to the Council at a future date or to schedule items raised for a future Council agenda. To avoid disruption of the meeting, to maintain decorum, and provide for an equal and uninterrupted presentation, applause is not permitted, except during Proclamations, Awards, and Recognitions. All meeting participants must maintain proper decorum as specified in Section 6 of the Council Rules of Procedure.

5. SUMMARY OF CURRENT EVENTS BY TOWN MANAGER

6. PROCLAMATIONS, AWARDS, AND RECOGNITIONS

- a. **RECOGNITION:** of Vice Mayor Selection per Council Rotation.
- b. **RECOGNITION:** Honoring the Life and Service of Former Councilmember and Town Clerk Cassie Hansen
- c. **RECOGNITION:** Mayor's Citizen Award — Peter Volny

7. PRESENTATIONS

- a. **PRESENTATION:** Economic Development Update

8. CONSENT AGENDA

All items listed are considered to be routine, non-controversial matters and will be enacted by one motion and vote of the Council. All motions and subsequent approvals of consent items will include all recommended staff stipulations unless otherwise stated. There will be no separate discussion of these items unless a Councilmember or member of the public so requests. If a Councilmember or member of the public wishes to discuss an item on the Consent Agenda, he/she may request so prior to the motion to accept the Consent Agenda or with notification to the Town Manager or Mayor prior to the date of the meeting for which the item was scheduled. The item will be removed from the Consent Agenda and considered as the first item on the Regular Agenda. The remaining items on the Consent Agenda will be enacted by one motion and vote of the Council.

- a. **CONSIDERATION AND POSSIBLE ACTION:** Approving the Meeting Minutes of the Town Council Regular Session of February 3, 2026.
- b. **CONSIDERATION AND POSSIBLE ACTION:** Approve Council recommending, to the Arizona Department of Liquor Licenses and Control, the application for a Series 12 Restaurant License for Trilogy at Eagle Mountain, located at 14815 E Shea Blvd, Ste 100, Fountain Hills, AZ 85268

9. REGULAR AGENDA

- a. **CONSIDERATION AND POSSIBLE ACTION:** Relating to Cooperative Purchasing Agreement 2026-058 with B2B Direct Sales Inc., dba The HVAC Co.
- b. **CONSIDERATION AND POSSIBLE ACTION:** Regarding the possible sale of Town-owned land in the 16500 block of E. Ashbrook Drive.
- c. **CONSIDERATION AND POSSIBLE ACTION:** Regarding ratification of the contract for a consultant to assist with the drafting of updates to the Town's ordinances and associated documents for wireless telecommunications towers and antenna.
- d. **CONSIDERATION AND POSSIBLE ACTION:** Related to any item included in the Arizona Cities and Town's Weekly Legislative Bulletin or relating to any action proposed or pending before the State Legislature.

10. CALL TO THE PUBLIC

Pursuant to A.R.S. §38-431.01, or as prescribed by state law.

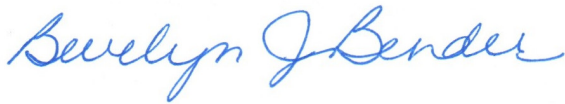
11. COUNCIL DISCUSSION/DIRECTION TO THE TOWN MANAGER

Members of the Council may (1) request the Town Manager follow-up on matters raised at that meeting; (2) request one two-minute response to directed criticism raised any portion of the meeting; (3) a consensus of the Council may request the Town Manager to research a matter and report back to the Council

12. FUTURE AGENDA ITEMS

13. ADJOURNMENT

Dated this 26 day of February 2026.



Bevelyn J. Bender, Town Clerk

The Town of Fountain Hills endeavors to make all public meetings accessible to persons with disabilities. Please call (480) 816-5100 (voice) or AZRelay 7-1-1 the Thursday prior to the meeting to request reasonable accommodation.



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 3/3/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Administration / Town Clerk
Prepared by: Angela Espiritu, Executive Assistant/Deputy Town Clerk
Staff Contact Information: Phone: 480-816-5107
Email: aespiritu@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

RECOGNITION: Honoring the Life and Service of Former Councilmember and Town Clerk Cassie Hansen

Staff Summary (background)

When Fountain Hills became an incorporated town in 1989, it began with no municipal staff, no offices, and no established systems of governance. One of the first people entrusted with building that structure was Cassie Hansen, who became the town's first employee and first Town Clerk in January 1990. Hansen handled the administrative work of the newly formed town during its earliest months, managing records, council agendas, elections, and official correspondence at a time when the town did not yet have a permanent municipal facility. Her role placed her at the center of the town's formative decisions as Fountain Hills transitioned from a master-planned community into a self-governing municipality. Her tenure also came during a period when much of Fountain Hills' growth was still closely tied to the legacy development framework established by McCulloch Properties Incorporated (MCO Properties). While the town evolved into its own municipal government, early administrative leadership worked alongside ongoing private development and long-range planning that shaped the community's identity.

As the Town grew, Hansen's responsibilities expanded. She added to her responsibilities of Town Clerk and served a dual role that encompassed the title of Director of Administrative Services for approximately 13 years. In that role, she acted as a liaison and administrative coordinator for several major civic projects, including development of the Fountain Hills Library, Community Center, Museum, and the relocation of the Senior Center. These projects helped establish permanent public institutions that continue to serve residents today.

Hansen was also active in the broader community beyond her municipal role. Alongside her husband, Bruce Hansen, she became a familiar and respected presence in Fountain Hills civic life. The Hansens were known for their deep commitment to local organizations and events, and in 1999 they were named Co-Businesspersons of the Year by the Fountain Hills Chamber of Commerce in recognition of their shared dedication to the community. Bruce Hansen himself was widely regarded as a strong supporter of local initiatives, and together they contributed to the town's growth both professionally and personally. Her public service later continued in an elected capacity when she served as a member of the Fountain Hills Town Council, bringing with her institutional knowledge that dated back to the town's earliest days of incorporation. In 2004, Hansen was inducted into the Lower Verde Valley Hall of Fame, recognizing her long-standing service and contributions to Fountain Hills.

Cassie Hansen passed away recently, and her loss is felt deeply throughout Fountain Hills. For many residents, her name — and the partnership she shared with Bruce — is inseparable from the town’s early history and the steady work that helped shape its government and civic institutions. She worked tirelessly as the Town’s first civil servant, inspiring many who followed in her footsteps to serve the community. Her heart and soul were instrumental in shaping Fountain Hills, helping others embrace and share her vision of true community spirit. She will be remembered for her unwavering dedication to public service, her deep commitment to the community, and her foundational role in building what Fountain Hills is today. She will be greatly missed.

Related Ordinance, Policy or Guiding Principle

N/A

Risk Analysis

N/A

Recommendation(s) by Board(s) or Commission(s)

N/A

Staff Recommendation(s)

N/A

Suggested Motion

N/A

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

- | |
|------------------|
| 1. Cassie Hansen |
|------------------|



Economic Development Update

October – December 2025



**FOUNTAIN
HILLS**

Business Attraction



- 23,024 square foot store
- Four Peaks Plaza Shopping Center
- Construction anticipated in the coming months



FOUNTAIN
HILLS

Business Attraction

- Acupuncture by the Water – 2 employees
- The Print Shop – 2 employees
- Happy Healing Home Care – 5 employees
- Kolibri Aesthetics, LLC – 3 employees
- Lenea Corporation – 2 employees
- Coming Soon
 - Trilogy at Eagle Mountain (former Vu Restaurant)
 - Coffee Roasters
 - Bondi Headache
 - Dairy Queen



Downtown Placemaking - Murals

Artist: AnnMarie Perry

Theme: Dark Skies

Location: La Montana
Drive/Entrance to Dark Sky
Discovery Center,
Library/Museum



Downtown Placemaking - Murals

Artist: Eli Farias

Location: Saguaro and Paul Nordin



Downtown Placemaking - Murals

Artist: Cheri Reckers

Location: Entrance to Plaza
Fountainside



Downtown Placemaking - Murals

Artist: Jesse Perry

Location: Adjacent Fountain View Coffee



Downtown Placemaking - Murals

Artist: Jesse Perry



Location: Streets of NY



Muralist Recognized by LEGO



mrdowntownphx



#jesseperryart #mrdowntownphx #scottsdale #scottsdaleart
#scottsdalemural #playwell @novacolorpaint @lego
@bricksandminifigsofficial #bam

30w



artstateaz 🍌🍌🍌🍌🍌🍌🍌🍌🍌🍌



30w 1 like Reply

— View replies (1)



java4mama I love this!!!! Great job, they look amazing 🥳



30w 1 like Reply

— View replies (1)



lego 🟦 Benny approves this message, and this mural! 🚀



30w 8 likes Reply

— View replies (1)

Downtown - 3rd Thursday Concert Series





FOUNTAIN
HILLS

Apartment Occupancy Rate



Apartment	Occupancy Rate
Gunsight	94%
Casa Del Lago	94%
Four Peaks Vista Condos	88%
Pillar at Fountain Hills	95%
Luna at Fountain Hills	95%
Park Place at Fountain Hills	94%
Boardwalk Apartments at Fountain Park	92%
Average	93%

Apartment Pipeline



**FOUNTAIN
HILLS**

Apartment Name	# of Units	Status
Redrock Center	15	Under Construction
Malta & Saguaro	10	Under Construction
Park Place II & III	184	Expired
Arrow Dr.	5	Expired
Fountain Hills Blvd & Glenbrook	10	Expired
Mountainside	70	Site Plan Submitted; waiting for resubmittal
Sunflower	4	No Application Submitted
Rand & Saguaro	5	Under Construction
Ivory & El Pueblo	4	Under Construction
El Pueblo	7	Under Construction
Cambria Drive & La Montaña	8	Under Construction
Four Peaks Village	316	No application submitted
Boardwalk Apartments at Fountain Park	12	Complete
Total	650	

Advertising



Naturally
on Par

Take your golf game to the next level by discovering the stunning desert setting and exceptional offerings Fountain Hills has in store for you. Enjoy a vibrant array of local dining, art galleries, shopping, and our breathtaking fountain for an unforgettable Arizona experience.

ExperienceFountainHills.org



Naturally
Brilliant

Home to one of the world's tallest fountains and a rare, International Dark Sky Community, our horizon is as breathtaking as the winning play. Whether you're chasing the thrill or seeking the spectacular, the view here is brilliant — naturally.

ExperienceFountainHills.org



Partnerships

- Arizona Office of Tourism
- Art State Arizona (formerly Southern Arizona Arts and Culture Alliance)
- Fountain Hills Chamber of Commerce
- Fountain Hills Unified School District
- International Dark Sky Discovery Center
- Greater Phoenix Economic Development Council





Tourism

- Hotel Occupancy: 66%
- Social Media Views*
 - Facebook: 488% Increase
 - Instagram: 62% Increase
- Fountain Live Feed: 60,230 views
- Experience Fountain Hills Website
 - 42k New Visitors

**Meta sunset impressions. Now reporting views.*



**FOUNTAIN
HILLS**



Tourism

- Phoenix Bible Students
- Two Day Conference
- 18 rooms at Fountain Park Hotel

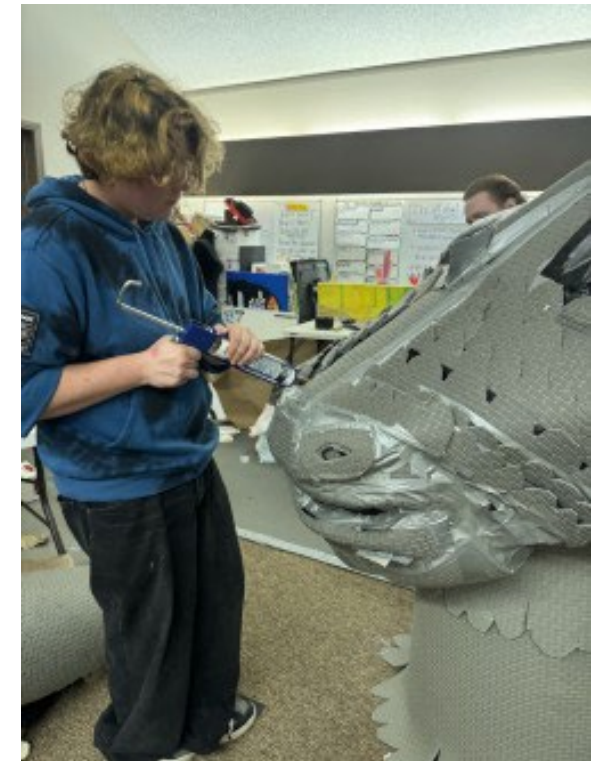


Tourism

Historical Videos with Clason Communications



“Nessie” Partnership with Inspiration Academy



International Dark Sky Discovery Center Featured in International News



FOUNTAIN
HILLS



Centro de Descubrimiento Internacional de los Cielos Oscuros, Fountain Hills



Te hemos platicado mucho de los cielos oscuros de Arizona en nuestros boletines, así como de su importancia; especialmente en aquellos sitios que forman parte de zonas urbanas, como el caso de Fountain Hills, a las afueras de Phoenix, hacia el Este. Imagina que estás en una ciudad y que, en ella, puedes ver el cielo estrellado y, en temporada, el centro galáctico... a simple vista. Fountain Hills es una de esas comunidades de Arizona que cuentan con esa certificación y, por tanto, el sitio ideal para la próxima apertura del International [Dark Sky Discovery Center](https://www.darkskycenter.org). Los cielos oscuros son mucho más que ver el cielo estrellado: tienen



Tourism Continued

Experience FH Website Viewership

Top 5 AZ	Top 5 National
Phoenix	Los Angeles
Scottsdale	Denver
Fountain Hills	Las Vegas
Mesa	New York
Chandler	Chicago



Questions?



**FOUNTAIN
HILLS**





TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 3/3/2026
Meeting Type: Town Council Regular Meeting
Submitting Department:
Prepared by: Angela Espiritu, Executive Assistant/Deputy Town Clerk
Staff Contact Information: Phone: 480-816-5107
Email: aespiritu@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Approving the Meeting Minutes of the Town Council Regular Session of February 3, 2026.

Staff Summary (background)

The intent of approving meeting minutes is to ensure an accurate account of the discussion and action that took place at the meeting for archival purposes. Approved minutes are placed on the town's website and maintained as permanent records in compliance with state law.

Related Ordinance, Policy or Guiding Principle

N/A

Risk Analysis

N/A

Recommendation(s) by Board(s) or Commission(s)

N/A

Staff Recommendation(s)

Staff recommends approving the Meeting Minutes of the Town Council Regular Session of February 3, 2026, as presented.

Suggested Motion

MOVE TO APPROVE the Meeting Minutes of the Town Council Regular Session of February 3, 2026, as presented.

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

1. 2026.0203.TCRS.VERBATIM.TRANSCRIPT

TOWN OF FOUNTAIN HILLS
MINUTES OF THE REGULAR SESSION
OF THE FOUNTAIN HILLS TOWN COUNCIL
FEBRUARY 3, 2026

A Regular Session of the Fountain Hills Town Council was convened at 16705 E. Avenue of the Fountains in open and public session at 5:30 p.m.

Members Present: Mayor Gerry M. Friedel; Vice Mayor Allen Skillicorn;
Councilmember Gayle Earle; Councilmember Brenda J. Kalivianakis;
Councilmember Rick Watts; Councilmember Hannah Larrabee; Councilmember
Peggy McMahon

Staff Present: Town Manager Rachael Goodwin; Town Clerk Bevelyn Bender,
Town Attorney Jennifer Wright



Post-Production File

Town of Fountain Hills
Regular Council Meeting Minutes
February 03, 2026

Transcription Provided By:
eScribers, LLC

* * * * *

Transcription is provided in order to facilitate communication accessibility and may not
be a totally verbatim record of the proceedings.

* * * * *

MAYOR FRIEDEL: I'd like to call this meeting to order. Would you please rise for the Pledge of Allegiance?

ALL: I pledge allegiance to the flag of the United States of America, and to the republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

MAYOR FRIEDEL: And if you choose to remain standing, we'll take a moment of silence. Thank you.

Town clerk, can we get a roll call, please?

BENDER: Mayor Friedel.

MAYOR FRIEDEL: Present.

BENDER: Vice Mayor Skillicorn.

SKILLICORN: Here.

BENDER: Councilmember Earle.

EARLE: Present.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Here.

BENDER: Councilmember Watts.

WATTS: Here.

BENDER: Councilmember Larrabee.

LARRABEE: Here.

BENDER: Councilmember McMahon.

MCMAHON: Here.

BENDER: Mayor, you have a quorum.

MAYOR FRIEDEL: Thank you. And we'll start with our summary of events.

Town Manager, Rachel Goodwin.

GOODWIN: Thank you. Mayor. We have a number of updates that I'm going to go through. I'm going to try to move through these pretty quick. But this is a very active, busy time of year because it's beautiful here and it's cold and snowy everywhere else in the country.

So just a few highlights. Our skateboard classic was held this last weekend, had the

largest turnout in its four year history with 50 skaters participating. We introduced an eight and under division that filled immediately and was the highlight of the event, alongside truly Olympic caliber competition.

I know the Mayor was there this weekend. A number of folks were out to see it. And as a reminder, if this is something that's interesting to you, our skate school with Caleb from Brilliant Victory, here in Town, resumes February 28th and there are a few spots available. If you've ever wanted to take up skateboarding, it's a good time.

Also coming this week, the Memorial Disc Golf Championship is coming to town Thursday through Sunday.

This is a professional level event with Championship Sunday taking place locally this year. Typically it's held in Scottsdale. However, their course is under construction, so the final day will be held here in Fountain Hills.

You may have already noticed a course set up beginning earlier this week around Fountain Park, and we encourage park users to be mindful of flying discs out there. If you've never seen the event, it is really, really awesome to watch, and we've been highlighted on ESPN a number of times. Some in the disc golf world have let me know that our course is known as the Pebble Beach of disc golf. So it's a pretty cool event. Also want to highlight that the Volunteer and Activity Expo is happening tomorrow, February 4th, from three to five at the community center.

It's a free event that brings the -- brings together our local clubs, organizations and churches and is a great opportunity for residents to explore new hobbies and meaningful ways to give back. Just a reminder, a part of the expo tomorrow will be an extended hand food bank collection. They'll be collecting items to support before and after school programs, and we'll have barrels located at the entrance.

One other notable highlight that's coming down the pike is our cornhole league. It returns February 24th at Four Peaks Park on Tuesday. It's usually super popular and we rarely have room, but we still currently have just a bit of room left in the program. So again, another fun activity to be social and enjoy our great weather.

A brief update on two upcoming paving projects. I know that's of interest to our

community. Palomino geotechnical and survey work was completed last week. During the week of February 9th, crews will begin pre-lowering manholes and water valve covers, followed by milling and paving operations set to begin the week of February 16th. So mark your calendar.

Shea Boulevard. That's another big one. The pavement marking and speed limit reductions within the work zone will begin on Friday. And then clearing and grubbing, and some other prep work is scheduled to begin early next week as well, with the full reconstruction anticipated also to begin the week of February 16th. So just a reminder to use caution through that area.

Finally, a reminder about some other upcoming events. The Concourse in the Hills takes place next Friday -- or excuse me, next Saturday, February 14th, followed by the Festival of Fine Arts and Crafts, February 20th through the 22nd. So mark your calendars. Lots of things going on in town.

Thank you Mayor. That's my update.

MAYOR FRIEDEL: Thank you. Lots -- lots of stuff going on, Fountain Hills.

Okay. Now we'll start with presentations. And I think the first one up is Paul, our finance director. Paul?

GOODWIN: Correct. Paul is going to be joining us to give us a update on our second quarter revenues. Again, that will bring us about halfway through the fiscal year and give you all the highlights. Thanks, Paul.

SOLDINGER: If my presentation will work. All right. Mayor and Council, tonight I'll be presenting an update on our fiscal year 2026 second quarter revenues.

So our total net taxable activity was 167 million. It was a decrease of seven percent from the prior year. It was a bit of a down quarter for us, but some resilience in a couple categories that we'll talk about.

A lot of that decrease has to do with our residential rental taxes still going away. When we're comparing to last year, that was still a time period that had those taxes. So that's a lot of that, but still a bit of a down quarter. And we'll talk about each of the categories.

Total TPT was \$4.8 million for the quarter. It was a decrease of four percent from the prior year. Again, a lot of that has to do with the residential rental taxes not being in that number, but it was 6.2 percent above projections. Remember we talk about our conservative projections. So we're still at about seven percent for the fiscal year so far, above our projections.

It's still a little bit slower than last year. We did end last year at 15 percent above projections, but we're still able to continue operating as a town, and not take any budgetary restrictions and place those in place in accordance with our policies.

Retail sales, this is a resilient category. We did see last quarter, had slightly decreased. This quarter, it went up by 0.5 percent over the prior year at \$2.65 million, and it was 1.5 percent above projections. Not the best outcome, but I like that it's showing some resiliency, not seeing sharp declines at this point. We are seeing some contracted spending, although it looks like we have had a pretty good January so far. So hopefully we see an upswing this next quarter.

Retail sales, just looking at retail sales without food sales, just a better look at the local shopping trends for retail goods that, as you can see, is almost exactly the same amount at 2.135 million for the quarter. We brought in 2.134 million last year, the same quarter. So it's almost the exact same amount. So again, some resiliency. At least we're not seeing declines at this point. And that's something we're continuing to -- to monitor.

Remote sellers. So online sales such as Amazon, Wayfair, things like that. We are still seeing that uptick in online sales. We brought in \$541,000 for the quarter in the second quarter, which was 15 percent more than the same quarter last year. So again, while our total retail sales without food is about the same, more of that shopping is trending online compared to the in-store shopping at this point, based on our data that we have. Construction, although our 705,000 for the quarter was five percent below the prior year, it's still in a pretty good place.

The last three years, three and a half years or so we've had a higher level of construction sales tax -- of construction activity within the town allow that, buoyed by the increased

home building that's been going on in the last few years. And so with that, although it was down five percent from the prior year, it's still well above our projections by about 20 percent for the quarter. So we're still doing pretty well. We're going to be talking about our projections for next year pretty soon here at the budget retreat in a couple weeks, and we'll talk about this category as well.

Utilities, we're still seeing a similar trend. Definitely something to monitor where our utilities are slightly going down. I know we've -- I've had questions on this. My guess is that people are being more careful about their utilities, although we have seen some recent rate increases with our electric bills in town. So we're going to see how this plays out throughout the rest of the year. But with that 450,000, we brought in just a little bit less than last year. It was still above our conservative projections by 1.2 percent.

Real estate. So you see a huge drop.

Again, this has to do with the long term residential rental taxes still being in the second quarter last year. You'll start to see it be a little bit more comparable in the third quarter, when that dropped off last year. But we did -- in this revenue category, we brought in \$181,000. 41 percent below the prior year, but this was very much expected. As you can see below, it's still 15 percent above our conservative projections. One thing to note is we are seeing in the data a bit of an uptick in our commercial leasing, which is going to make up most of this category going forward. So we are starting to see some increases in that data.

Restaurants and bars. Although this is one of our smaller categories, it's one we focused in on a lot because it had been declining. We had seen some negative trends in this category the past year or so. However, we had a pretty good quarter for restaurants and bars in our town. You'll see that we brought in 341,000, about three percent more than last year.

And what was good, it was well above our projections for the quarter, which look at the historical trends at almost ten percent above our projections, compared to eight percent below our projections for the first quarter. So we're seeing kind of an upswing in our restaurants in town, which is definitely good to see.

Services. This is our leisure-type category, including hotels, golf, tours, and vacation rentals in town. Similar to some of the other categories, we are seeing some decreases from the prior year, but still well above projections. We brought in \$537,000 for the quarter, almost four percent below last year, and actually well below fiscal year '24, which had a pretty good year in this category.

But this is one of the categories we kind of talked about at the -- I believe it was the last budget retreat where -- it fluctuates a bit more. It has a wider range of outcomes, and it's one of the ones that's a little bit harder to project. So we're a little bit extra conservative. So here you see that we did increase or outperform our projections by almost 25 percent. So still doing quite well compared to our projections. That's it for sales tax. So if you have any questions let me know.

State shared revenues in our general fund. The San Tan Valley incorporation that recently happened I believe in September, they did start receiving some state shared revenue starting in December. So a month and a half ago, about two months ago. So our -- our shared sales tax and HURF revenues started to be impacted in December. So you'll see that we collected \$880,000 into our general fund for state shared sales taxes. Of that amount -- because San Tan Valley, they actually received the amount in December, but it was for a three month period. So for the whole quarter. The amount that came out of our collections was about \$19,000.

So about \$6,000 a month is the -- about the impact we're probably going to see from the San Tan Valley incorporation. And just as a reminder for state shared revenues, for these revenues, we're in a kind of bucket with all the other municipalities, or a pie if you want to explain it that way. If you're looking at a pie chart, we're just a small sliver of that pie. We used to be 0.4 percent of the pie of the 9,192 municipalities, and we've reduced down to about 0.38 percent of that pie now, with San Tan Valley coming on board.

So with our state shared income taxes, that hasn't been impacted yet. The league has told us that that San Tan Valley will start receiving those revenues in July. So part of the revenue projections we'll talk about coming here shortly, that will be impacted by the

San Tan Valley incorporation. So we brought in 1.15 million, very close to our projections.

And in the streets fund, the two state shared revenues that we talk about a lot, vehicle license tax and HURF revenues. Vehicle license tax actually was not -- is not impacted by that. It's a little bit complicated to explain, but basically the main part of that formula, that sharing formula has to do with the county collections. It goes into a state pool, and then the actual distribution of the money is based on the money coming into the county.

And so because San Tan Valley is not in Maricopa County, they're in Pinal county, it doesn't impact our vehicle license taxes. And we brought in 321,000. It was well above projections. There was a kind of a spike month in there in December.

And then with our -- our HURF revenues, that is impacted because that formula is a bit different. It's partially a statewide collection calculation, partially a county calculation. So the statewide part of that calculation slightly impacts our revenues. But it was only about, I think, six to \$7000 that was taken from our distributions to -- to go to San Tan Valley.

So with that, we were just below projections, but it was pretty close to that amount. And so with that, that's my revenue update for the quarter. Any questions from the Council? Okay.

MAYOR FRIEDEL: Councilman Watts.

WATTS: Easy question Paul.

SOLDINGER: Okay.

WATTS: The retail versus internet sales. Have you been getting any feedback from any of the retailers on the Avenue, Tama, the ancillary streets as well? And if so what are we doing? It looks like we're doing a lot of marketing for the town. Can we include some of the retailers in that, or are we going to trip that gift clause tax again, or gift clause issue?

SOLDINGER: So Mayor, Councilmember, I don't want to pull someone up. I think the best person --

WATTS: Amanda might be able to answer that.

SOLDINGER: Yes, that's correct.

WATTS: I'm just saying.

SOLDINGER: Would you like to respond to that?

JACOBS: (Indiscernible).

WATTS: Have you had any feedback about the retail sales versus the internet sales, and how there's been a decline in retail sales attributable to internet? So if there has been concerns expressed by some of the businesses in town, are we including them in some of the advertising we're doing for the town as a whole, or can we include them? What can we do to help them, is really what it comes down to?

JACOBS: So Mayor, Councilmember Watts, we have not received any feedback. It has not come up during any business retention site visits. So we haven't actively asked, nor have we been contacted of -- of not being asked. So hopefully that answers that part of the -- the question. And I guess I'm not understanding then, about including them in exactly what.

GOODWIN: Amanda, if I can jump in.

JACOBS: Uh-huh.

GOODWIN: I think one good example of what we do to help our downtown is. For instance, I know Amanda partners with the Chamber of Commerce throughout the summer, particularly to encourage shopping local, highlighting our different -- our different types of shopping outlets. So I know you've been doing some downtown-specific marketing, especially on social media. So I would say we certainly have made an investment in trying to highlight all of the ways that people can stay local and shop local over and above online purchases. Is that -- am I missing anything there? Anything you can add to that?

JACOBS: No, I don't think so. So we've been targeting mostly summer campaigns. And then about two years ago we did do a holiday campaign of, again, just driving the importance of shopping locally.

WATTS: So I think if we continue that emphasis regardless of the seasonality of it, and

include all of the businesses and emphasize their, it may be one of those things that -- the -- the retailers in town really haven't become aware of it yet, and we may be ahead of understanding the dynamics of it. So whatever we can do to be ahead is what I

JACOBS: Right.

WATTS: -- ask for.

JACOBS: And then I think, too, is we're trying to be more engaged on the economic development front with two mighty full time employees. But as we're having, for instance, the Irish Fest, the America 250, we're doing outreach. Some of it has been very slow of just -- what if you offer a special? What if you have an America 250 float that -- if you're doing some of that, let us know.

And then for free as part of economic development, the business retention, the attraction, the tourism front, there is no charge to you. Just let us know and we're happy to push that on the Experience Fountain Hills -- plug, if you're not following us, the downtown Fountain Hills social media, as well as just putting it together as a package.

We'll take, for instance -- see, you brought me up. So now I could potentially be long winded.

WATTS: I'm stuck, right?

JACOBS: But think of to the Thanksgiving Day Parade, the Turkey Trot. Last year, what we started in partnership with Community Services, was reaching out to the businesses and saying, who's open on Thanksgiving? We know you want to be with your family, but some of you have decided to be open. Mountain View Kitchen. This year we found out Snowbird, Dutch Bros, et cetera. We then put together a flier based off of that content on the town's dime. And it's included in the Council -- not the Council, but the packet pickup for the runners.

WATTS: Thank you.

JACOBS: You're welcome.

MAYOR FRIEDEL: Thank you Paul. Well done.

And Rachel, we have another update.

GOODWIN: We do. We have our public works director here. He's going to be sharing some -- some historical information and some updates about our road management, our pavement management.

And really what that is going to mean as we look for -- look towards next budget year, I do want to highlight that this conversation and this presentation is really specific to the particular topic. It is not related to our other itemized or agenda item in regards to Thistle. So this is a separate topic. So they will be kind of handled separately. Does that sound right, director?

WELDY: That is correct.

GOODWIN: All right. Take it over.

WELDY: Mr. Mayor, Vice Mayor, Councilmembers. You may or may not have heard me say this in the past, but the road to successful pavement management is paved with good intentions. I'm on the one back, and it's paved with humility.

On September the 25th of last year, I stood right here and presented to the Mayor and Council, a series of exhibits that indicated where we would be working with approval and the budget. As part of that, the map that you're looking at in front of you was presented. It was also noted during that presentation, that the map indicating the northwest and northeast, and the black lines in particular, were not selected by the BOSS system or our software, but rather preprogramed for work that would have been completed back in 2015-16.

After approval from the Council to proceed, staff went to these locations to do some verification and some looking, and discovered that all of the areas that you see there in black and listed to the right, in fact, had not received any treatment back in '15-'16 due to budget shortfalls, and our records were not updated. Therefore, we have not returned.

We attempted to get this back to the Council as soon as possible while addressing all of the other approved areas and working on some other special assignments. I'm here tonight to let you know, these roads will not receive any type of pavement management this year. Historically -- and this doesn't happen very often -- when we come up on one

of these scenarios, we put together all the necessary paperwork to gather an estimate so we can be prepared. We have done that for this project, and our strong recommendation would be to put this on the schedule for the first thing next year, after the budget is approved.

Having said that, the amount of money allocated for this, based on our estimates, will not be placed into the BOSS software. So when we're running scenarios, depending on what that budget is, it will be less this amount, which is approximately \$3 million for these local roads.

That's what I have to say. If there are any questions, I will certainly do my best to answer them, and provide any clarification if necessary.

MAYOR FRIEDEL: Councilwoman Earle.

EARLE: Thank you Mayor.

When you say next year, you're talking about fiscal year 2027, which would be --

WELDY: Mayor, Councilmember --

EARLE: -- September?

WELDY: That is correct. So it would be after July 1st --

EARLE: Okay.

WELDY: -- of '27.

EARLE: Or --you mean '26 or --

JACOBS: It's 2027 because --

SKILLICORN: Which is after July '26?

WELDY: Yes.

EARLE: It's very confusing.

WELDY: Calendars and fiscals.

EARLE: And so for those of us doing regular calendar, it's still in 2026?

WELDY: The calendar year, yes.

EARLE: Thank you. Calendar year. Thank you.

WELDY: Theoretically.

EARLE: Thank you.

MAYOR FRIEDEL: Councilwoman McMahon.

MCMAHON: Thank you. So how is this going to factor in, in the sense of what the money we have now and projecting three million for that? I'm trying to figure that out. Don't we need to, like, take this into consideration when deciding on any additional streets to do right now or not? Because we don't know. I mean, we do have -- we have put extra money in the streets by a few million dollars. And so I'm wondering -- and I'm not stating it correctly -- how is that going to balance out? I mean, you know, looking forward because this is an additional \$3 million that has never been anticipated in any of the discussions.

WELDY: Mayor, Councilmember, and as part of my earlier conversation, so these roads will not receive any treatment this fiscal year.

MCMAHON: Right.

WELDY: So between now and June 30th. Our recommendation for next year is just that. When we come back to the Council with the approved budget and we've run the scenarios, we would have subtracted this amount of money, knowing what that is. If the direction from the Council at that time is to run another scenario and change the scope of work on this exhibit, we can certainly do that. But for right now, we're not certain of what the budget will be for FY '27, so we'll take all of that into consideration and account for it as part of our budgeting process.

MCMAHON: So are you saying -- and I'm not putting words in your mouth, I'm asking, are you saying these have priority because there were forgotten since 2016? Or are you just saying we're bringing them into the system and it's going to be decided as the streets -- the street repairs get decided?

WELDY: They have become a priority, simply based on the fact that they've not received any treatment prior to 2014, '15, '16 --

EARLE: Okay.

WELDY: And we made a commitment to this Mayor, and Council, and the residents that they represent, that we were going to address them this year.

MCMAHON: Okay.

WELDY: We are simply attempting to bring that to fulfillment in a timely manner, and the soonest we could accomplish that would be next fiscal year.

MCMAHON: Okay. Thank you.

WELDY: You're welcome.

MAYOR FRIEDEL: Councilman Watts.

WATTS: And that \$3 million estimate is projected for 20 -- or 2027. It's -- it's not 2026 dollars, it is 2027 dollars?

WELDY: Mayor, Councilmember, that is correct.

WATTS: And none of them are in such dire need that they have to be done now, that there are other levers that we could pull to accommodate that?

WELDY: All of these roads are in very poor condition. Pre-incorporation. They fall into what we would have scheduled for this year, if we had allowed the BOSS to select it, but they weren't included in that -- in the scenario. So they're all in very poor condition and need to be rebuilt.

WATTS: So again, without putting words in your mouth, as we progress through the year, depending upon the condition of these streets, and if we find additional funds available, we would make -- make these a priority, or could make them a priority?

WELDY: Councilmember, we could certainly visit that, but for right now, all of the funding for this year is allocated, and we have a small cushion to be able to address a few things that may or may not arise.

WATTS: Thank you.

WELDY: You're welcome.

MAYOR FRIEDEL: Vice Mayor.

SKILLICORN: Thank you, Mr. Mayor. And Director, you did mention these are all pre-incorporation and they need to be completely rebuilt. And you did use the \$3 million figure. You're assuming that's an accurate number to rebuild this list here from your -- your expertise>

WELDY: Mayor, Councilmember, Vice Mayor, that is correct.

SKILLICORN: Okay. So -- and you think that's a -- conservative? You think that that is

not enough?

WELDY: This is a conservative number with an inflationary factor of about 15 percent included, simply because we are -- we are not certain.

SKILLICORN: Okay. Yeah, Mr. Mayor, I'm just concerned that it could actually be a little more. You know, none of these are really long, long streets. But you know, the setup, rebuild is significant. You know, this is labor intensive. It's a lot of work. It's a -- you know, it's a serious, you know, thing that -- I'm glad we're aware of it. But it's something that we must address. And you know, obviously, going into the budgeting season, this will be my -- my mind also based on other, you know, projects that we do, because this will have to be a priority. Thank you.

MAYOR FRIEDEL: Councilperson Kalivianakis.

KALIVIANAKIS: Thank you, Mr. Mayor. Yeah. Thank you for -- for your report. And I know it's sometimes not easy to come in with bad news or -- or oversights. And so we appreciate the update and letting the people in those roads know that help's on the way. And I guess my only statement would be to you and the Council, is that I certainly do hope that when this comes back before the Council in FY '27, that we do place a priority on -- on fixing what should have been done, and committing to whatever we need to do out of the roads fund to -- to make good on -- on these streets. So I just hope we remember that.

MAYOR FRIEDEL: Justin, thanks for your honesty and bringing this forward to us. We really appreciate that. And I think we probably have heard enough that this will -- this will be a priority for FY '27. We have to get it done.

We'll move on now to the consent agenda, and we have one item on there. Can I get a motion on that?

KALIVIANAKIS: Move to approve the consent agenda.

EARLE: I'll second that.

MAYOR FRIEDEL: Thank you. We have a motion and a second. Can we get a roll -- roll call, please, Town Clerk?

BENDER: Councilmember Watts.

WATTS: Aye.

BENDER: Councilmember McMahon.

MCMAHON: Aye.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Aye.

BENDER: Councilmember Earle.

EARLE: Aye.

BENDER: Councilmember Larrabee.

LARRABEE: Aye.

BENDER: Vice Mayor Skillicorn.

SKILLICORN: Aye.

BENDER: Mayor Friedel.

MAYOR FRIEDEL: Aye.

BENDER: Mayor, seven-zero.

MAYOR FRIEDEL: Thank you.

We'll move on to our regular agenda items now, and we'll start with consideration, possible action regarding pavement management options for Thistle Drive and the funding allocations.

Rachel?

GOODWIN: All right. Back to roads. This time we're going to welcome back Jeff, our street superintendent. He's been here a couple of times speaking about roads and as requested by Council. So back in December, I think there was a request put in to evaluate Thistle, to identify -- and identify costs.

So with that, Jeff, I'll let you take it from there.

PIERCE: Thank you very much.

GOODWIN: Thank you.

PIERCE: Mayor, Vice Mayor, Council, I stand before you tonight with some further quotes as directed, to see cost alternative ways for Thistle Drive. These are the same kind of quotes that we brought forth for Richwood during that meeting. Thistle

currently sits between Palisades and just east of mountainside, toward dead ends.

The first cost in the packet would be the chipseal with a cape, that we have done in the past on a number of roads here that was also brought forth in regards to the Richwood, where we do a couple of different treatments to it where we remove and replace asphalt. We do some micro milling. We also do crack sealing and patch patchwork at that. That came in at roughly \$907,000. That has a 15 percent buffer allowance in it, to assume for unforeseen instances that come up or areas that we do not know about because they surprise us.

The second quote that was secured was for a full reconstruction of Thistle Drive from end to end. Currently that cost projection would be at \$1.6 million. That includes just over a quarter million dollars' worth of concrete repair, possibly, and at 1.3 cost estimate for the reconstruction for new asphalt.

As for Thistle, it falls in the same category as Ridgewood Drive. The longer it deteriorates, the more it's going to cost. Costing in a higher investment later on. STAFF recommends -- or I recommend in STAFF that we do the full reconstruction cost, as it will last longer than the projected seven to ten years of a chip seal and cape.

If you have any questions, I'd be happy to ask -- answer them.

MAYOR FRIEDEL: Councilwoman McMahon.

MCMAHON: Thank you. Is this another direct select? Because I don't recall seeing this one on the list.

PIERCE: This would be a direct select, yes.

MCMAHON: And who's asking for it?

PIERCE: It was provided direction from Mayor, and Town Council.

MCMAHON: Okay. So I'm having issue with the fact that we're -- even though there are, you know, some funds in the street fund available, given what I just learned from Justin, it might be more prudent to use that money to address at least its half of what is estimated, these streets.

In addition, my concern is we know -- we've received a petition for resurfacing of Morningside. So this is setting a precedent of, you know, selecting streets out of order,

for lack of a better term. And now we have petitions from our residents who want their street done.

So I think to be transparent and neutral, I think that we ought to stay with what we've already decided to do, and keep the funds available now that I've learned about all these streets that need funding to do.

And maybe if we can start doing some of those streets instead. So I'm not going to -- before this I -- I don't think that, you know, that we should be doing direct select at all. We've paid thousands of dollars for the BOSS system. We've spent a lot of time talking about streets, putting extra money in it -- in the fund, and selecting the streets, and this one was not on that list. Thank you.

MAYOR FRIEDEL: Councilperson Kalivianakis.

KALIVIANAKIS: Thank you, Mr. Mayor. Yeah, I'm -- I also share Councilmember's concerns about direct select versus data driven. Anybody can Google, and I have it on my phone here, 2023 Pavement Management Report. A lot of time, a lot of effort went into this. You know, they took lasers. They examined every street in the town, and went to a software program. This was backed by the Streets Committee. It was backed by Public Works and the engineers. And it was a way to address the worst first, and then the rest when -- when they're when they're on a list.

I'm uncomfortable with what we're doing here. Like Councilmember pointed out, you know, we're getting other -- other people, other -- other residential neighborhoods, you know, below the signatures. We've been living here. Our roads have been bad for a decade. They're unacceptable. They're falling apart.

And so -- and then they had a bunch of signatures with pictures. You know, I have other letters. And then I have other constituents that are, you know, addressing, you know, when's mine going to get fixed if -- if we're on this -- this way. What is the criteria for me to get on the street if I don't wait my turn in line? And you know, all I can tell them is, well, what other constituents have done is put petitions together and bring it to the Council's attention. Send us emails, or come to the call of the public, and give your reasons why your street should be next.

There's -- there should be some kind of an analytical reason instead of just, you know, we took a drive down there, we talked to the residents, and it looked bad to me, when we have all this data.

For years, the Fountain Hills has followed a clear, responsible, data driven approach to street repairs. Streets are prioritized based on needs, safety, and long term planning, not on whim or politics. That system built trust. It ensured fairness. It showed residents that every dollar was being spent wisely, and every decision was made with their best interests in mind. We have been continuing to follow the recommendations of the experts. We're at risk doing that tonight, and in future Council meetings with this direct select.

Because we're abandoning what we've done, which is try to keep it out of the political realm, and try to keep it data driven and let the experts determine the next roads that should -- that should be fixed based on data, based on reports that we paid a lot of money for.

Let me put it like this. When you have a 40 to \$60 million backlog and streets repair, there's a lot of streets out there, and so why are we singling out these? I would analogize it to-- if you were -- if you were going to take 40 to \$60 million and invest it, would you do it on your own, or would you hire a financial advisor to help you invest that kind of money? You know, I wouldn't trust myself to invest that kind of money. I would hire somebody. And actually, I have a financial planner because that makes me feel good.

So would I urge my colleagues tonight, is let us remain committed to the data, the assessments, public works department, the transparent process that has guided us well for years. Let us prove to our residents in Fountain Hills that we value responsibility, fairness, and integrity, over convenience. That's how we honor the people who live here, who pay taxes, and entrust us with the stewardship of our community. Thank you.
MAYOR FRIEDEL: Councilwoman Earle.

EARLE: Oh. Thank you. There we go. Thank you. Mayor. I'll keep it brief. I would like to ask Justin to -- can you -- if you don't mind explaining to us, because I had a meeting

with you -- or just talk to you about the BOSS system. And it's not just the BOSS system that we use. It is -- then Comeback, if I am saying it correctly, and then staff reviews it and makes the choices. Is that correct? Can you explain that to us?

WELDY: Mr. Mayor, Councilmember. After the budget is approved, we take the monies allocated for pavement management. We subtract a little bit about 15 percent of that total, so we can address broken concrete and things like that. We then have our consultant put that into the software, and run an unconstrained model, meaning all of the different types of pavement management and-or treatments that we would use are run through that model. When that modeling is finishing, they send us a series of exhibits. We go through those exhibits and kind of sort through them.

Here's a good example of what we would do. They spit out a small section of Fountain Hills Boulevard a few hundred feet on either side of saguaro, which is a small segment. We decided to measure that distance and take it and put it somewhere else, where they had also done something similar but a little bit longer, that would allow us to complete a super segment, so we have a longer section of the road.

We -- when I say we, the staff sorts through that for literally weeks as part of this planning process until we get to where we want, and each time we make changes, we also put a little bit of restraint in regards to the type of treatment. And that information is put back in, recalculated, and sent to us.

By the time that we come here to present to you, we've probably spent -- probably three and a half weeks or so, a few hours a week reviewing, and calculating, and checking on stuff. So the initial model that is put out is not what we bring to you, simply because we are using our best management practices, and guidance, and our knowledge of the area, and what's best.

EARLE: Thank you, Justin.

WELDY: You're welcome.

MAYOR FRIEDEL: Vice Mayor.

SKILLICORN: Thank you, Mr. Mayor and Supervisor Pierce. Just to kind of recap a little bit, if it's chip and seal, it looks like it's just over \$900,000. Expected life expectancy is

seven to ten years. That's correct?

PIERCE: Yes.

SKILLICORN: And then I see the reconstruction costs about 1.6 million. What is the expected lifetime for that total reconstruction?

PIERCE: With the right preservation methods, a road could last up to 30 years.

SKILLICORN: Okay. So I just did the rough math, ten years, the most, you know, most generous situation, you know, that comes at amortized cost, about \$90,000 a year. If we go for the total reconstruction, that amortized cost drops down to \$53,000 a year. It seems like it makes sense to me. Make a motion to approve as drafted for the total reconstruction.

LARRABEE: Second.

MAYOR FRIEDEL: Councilman Watts.

WATTS: Justin, a point of clarification. If I'm not mistaken, this came up last -- I think the last meeting specifically related to Thistle. And your statement was that Thistle was on next year's list, and it was a priority on next year's list. And the second component is, the two systems you use are BOSS and software to analyze the boss data. There are two different systems, aren't they?

WELDY: Mr. Mayor, Councilmember. First, a little bit of clarification. So all of the roads that are recorded by the analysis are in the system. I do not recall having said that Thistle would be in next year, because we have not run that analysis. What we have in the analysis is the PCI, the stress conditions, and the overall condition of the road. So we don't have a two, three, four or five year horizon that we look at. We look at a one and a half to two year horizon.

And I'm not sure where on that horizon Thistle falls. So if I said it was in next year, I was mistaken because we do not have that modeling done.

WATTS: I could equally be mistaken about hearing what I thought I heard, but the condition of Thistle compared to the roads that were not addressed since 2014 to 2016, how do those two compare?

WELDY: They're about equal, as Mr. Pierce just whispered, they're -- they're in very

poor condition. And it's not just the few that we showed you on the presentation, or the exhibit tonight, or Thistle. The majority of the community, especially the local roads, are in this very similar or worse condition.

WATTS: Okay. And then clarity again, the BOSS system analyzes the roads, your software system, whatever that may be, analyzes the data based upon a number of factors?

WELDY: Correct.

WATTS: Okay. I think that's it. Thanks.

WELDY: You're welcome.

MAYOR FRIEDEL: So I want to make a statement.

First of all, this road work is really important to every resident. The roads that we're talking about doing, there's probably about 650 residents that live on these roads. It's not a whim. And it -- and it's not politics. It shouldn't be political, and it shouldn't be party driven. And it isn't. There's no politics when it comes to fixing roads in the town of Fountain Hills. Period.

We're -- residents -- yes, we have the data, but the data doesn't say if you come in under budget, don't do any more road work. We're going to do as much road work in this town as possible to get caught up on these roads and get this problem taken care of. So with the extra money that we came in under budget, we're getting a couple of more roads done, and there's no problem with that.

There's a lot of road work, there's no question. Am I right, Jeff? No kidding.

PIERCE: Yeah.

MAYOR FRIEDEL: So we know what our priority is going to be for next year. We've already discussed that with the public works director. This is not political, and there's no cronyism going on with this. There's a lot of residents that requested that these roads be fixed, and that's what we're addressing. And I'm glad that this Council -- we have a motion and a second to get this done. Oh. Do we have any speaker cards on this?

BENDER: Mayor, we have one. Catherine Myrick.

MYRICK: Hi. Good evening. I'm Catherine Myrick, Fountain Hills resident, and I just have a couple quick comments about this item. First of all, it's a great problem to have that our public works director and staff were able to deliver contracts on these roads that came in under budget, and we have money to spend.

And I think the Council did a great job of saying we should spend this money on roads, because that makes sense. But my question that I'm confused about is how we chose this street, Thistle, and also Ridgewood, which you guys talked about a couple weeks ago. How did they move to the top of the list? And some people will say, well, have you driven those roads? And yes, I have, and yes, they're bad, but so are a lot of other streets in town.

The public works director was just up here saying that his staff spent three and a half weeks putting together the list of roads that we should prioritize, and yet these two were chosen by the Mayor and Council, and you guys are great, but what is your professional experience in public works? That should come from our staff.

In the last five years, the town has spent public funds to study all 166 miles of streets, and they've been categorized into the priority list of the ones we need to repair first, to spend our limited tax funds most efficiently. If we want to get the most bang for our buck, that's the list we should be looking at.

What I would like to know, and I'm sure many other taxpayers would like the same information, is why were Thistle and Richwood chosen ahead of the ones that had been scientifically prioritized to benefit all citizens of Fountain Hills. Fiscal responsibility is a major job of the Council, and I think everyone is looking for transparency, and this decision doesn't seem to take either of those into account. Thanks.

KALIVIANAKIS: Mr. Mayor, I've had my light on for like five minutes.

MAYOR FRIEDEL: We just finished with a with a public speaker.

KALIVIANAKIS: Right.

MAYOR FRIEDEL: Okay. Did you have something you needed to say?

KALIVIANAKIS: Just briefly. Just -- just so people aren't putting words in my mouth. If -- if we do have extra money, found money from other projects that came in under

budget, my contention is that instead of us picking the next road, or two, or three, or street, that we just go back to the data driven list. And so I think everybody in the Council is aware of the road situation we have here. We have a 40 to \$60 million backlog, and we drive on these roads ourselves.

So my contention is I don't think that we should be picking them. I think, like the speaker said, we should let the experts pick them. And if we have extra money, then let's go back to the data driven list.

And I talked to David Yanover about this today. And the other benefits to going to the data driven list, is you can actually save money. I think, Justin, I've had this conversation with you. It's a complicated issue. I don't want to go too far in the weeds, but when -- when managing roads, you know, some -- some of the ones that are really falling off the cliff, if you pay a little bit of attention to them, which are probably the ones on the list, you save money in the long term because otherwise they're going to become money pits.

But anyway. So yeah, no words in my mouth, I want to I want to take the overages, and I want to apply them to the list. And Justin, if you have some remarks on that, I'd appreciate it.

WELDY: I -- I think it's important, Mayor and Councilmembers, that that I bring a couple of things up. Each time we come before you and we get approval for either a segment or a super segment of road, it starts the clock for us to get that work done. Part of that process is we need to notify all of the utility companies that work is going to be taking place, and A, B, or C, and allow them an opportunity to respond.

It's not uncommon for the sanitary district or any other provider to say, we are going to be doing this. Before you do that, can you give us a little time? Absolutely. We've given up to a year for cable replacement for electricity. The roads that you have already approved and are selected, excluding the ones I showed you earlier, that shot clock is underway.

With -- if there is approval tonight for Thistle, the clock for that starts all over. And the reason I bring this up, is when we have unspent fund balance, we look forward to using

that in a leap year if we can, because we've not notified those utility companies of any work that's going to be happening. So it's difficult to just run out and do a section of road. The last thing we want is to spend money based on the Mayor and Council's recommendation, and then have someone have to come in and trench for any one of the utilities that service that area.

MAYOR FRIEDEL: Thank you. And I'd also like to point out that we don't pay a primary property tax for road work in this town. So when I hear people say we pay taxes, yes, sales tax, we use sales tax, TPT, Herf money, but we don't have a primary property tax to fund our road work. If we did, that would be a whole different story, and maybe we'd be talking about doing 20 or \$30 million a year in road work. We just don't have that opportunity right now.

Councilman Watts.

WATTS: Our street superintendent was pretty emphatic about supporting the reconstruction of that road, if I'm not mistaken. Is that correct?

PIERCE: Yes, sir.

WATTS: So I'm going to ask Justin, put you on the spot, again. Are you supporting doing Thistle? Is it -- is it in your list of streets somewhere along the line to do? Does it need it in your estimation?

WELDY: Mr. Mayor, Councilmember, Thistle -- again, all of the roads are in the data. And does it need it? Absolutely. And do I support a full depth reconstruction based on his expertise? Absolutely.

WATTS: So it's not on a whim. There's a need there.

WELDY: Yes, there -- there indeed is a need to provide maintenance and -- or reconstruction to a lot of the roads within the community. This is one of them.

WATTS: Thistle being high up on the list?

WELDY: I wouldn't categorize it as higher on the list than any other ones that are deteriorated to that level.

WATTS: I'm not sure I understand deteriorated to that level.

WELDY: Very poor condition. So we have a long list of very poor condition.

WATTS: But it's in that list?

WELDY: It's in that list of very poor conditions.

WATTS: Thank you.

WELDY: You're welcome.

MAYOR FRIEDEL: Town Clerk, we have a motion and a second. Can we get a roll call, please?

BENDER: Councilmember Earle.

EARLE: Aye.

BENDER: Councilmember Larrabee.

LARRABEE: Aye.

BENDER: Councilmember McMahon.

MCMAHON: Nay.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: I will be voting nay, but I do support the work being done. It's just a protest vote to say that we should be using the data driven and not the direct select.

BENDER: Councilmember Watts.

WATTS: Aye.

BENDER: Vice Mayor Skillicorn.

SKILLICORN: Yes.

BENDER: And Mayor Friedel.

MAYOR FRIEDEL: Aye.

BENDER: Mayor, Five-Two.

MAYOR FRIEDEL: Thank you.

Okay. Item B is consideration for a possible action regarding a request for cut and fill waiver.

Rachel.

GOODWIN: Director Wesley is here to talk about two different CUT/FILL waivers we have back to back on our agenda. He's going to be sharing the details of each. With that, I will turn it over to you, John. I need to buy you a few more minutes. Here. Hang

on.

WESLEY: No. I'm ready.

GOODWIN: All right. Now you're good.

WESLEY: Mayor and Council. Good to be with you this evening. As mentioned, I have two CUT/FILL waivers that have come forward for your discussion tonight. The first one being at 16320 North Borrego Trail. Still not sure I say that right. So just quickly, one more time.

You've seen this several times, but section 5.03 of the subdivision ordinance sets forth the limitations on cut and fill, and allows a maximum of ten foot of either, but does allow the property owner/developer to request a waiver from the town Council if they have areas that exceed that. We have a new house being designed at this address, and does have cut and fill of more than ten feet. I have requested the waiver. So you can see on the map here, the lot in question here and near the end of the street up in Eagle's Nest in the northwest part of town.

So overall, the slopes on this property are about 13 percent or so for Fountain Hills.

That's not real significant, but there are areas, particularly along the southern side of the property here, where there's a bit of a ravine, where the slopes are much steeper.

The house has been placed to the middle of the lot, trying to take care -- take advantage of this relatively flatter portion of the property as much as possible. But they did end up with an area in front of excess fill and an area in back. Actually, two, there's a real tiny one right there, of excess cut.

So this is a little bit more of a close up then particularly of this, of the larger excess cut area at the rear of the property. And you can see from the backside here actually, you know, this is the hill. So from -- from the side, nobody really sees that excess cut. The only place it's really going to be seen is from inside the house and their -- around their pool area. So no real impact on that one.

So you know, there'd be some options there to reduce the amount of private space that they have behind the pool, to not have so much of a cut. But again, that wouldn't really impact anybody but the owner.

The front part of the property is the area with a more significant change, with the excess fill that's needed in this corner of the house, almost 14ft at its highest point. And looking from the front to the approximate area where that excess fill takes place. And again, that section is through this portion of -- of the building.

And looking at this in context of the neighborhood, you've got a vacant properties, still, to the south and the east, and a track immediately adjacent. The house across from here is located, a bit away from the area that would be able to see that excess fill. So a couple of other shots of that, that corner where that excess fill takes place. You can see the plan to generously provide landscaping in there to help soften the walls, that will be there.

Again, this shows how they've worked to try to put the building in, a little bit more the flatter portion of the lot, but it does have the slopes that have made it challenge, and create that area for the excess fill. So staff does support the fill and cut on this property as requested.

Any questions you have of me?

MAYOR FRIEDEL: Vice Mayor.

SKILLICORN: Thank you, Mr. Mayor. Looking at the -- the drawings, looking at the map where it's located, I mean, it's a beautiful area. It looks like it's going to be a beautiful home. I think this will be a fine addition to Fountain Hills, and I'd like to make a motion to approve as drafted.

LARRABEE: Second.

MAYOR FRIEDEL: Are there any comment cards on this?

BENDER: Mayor, we have two. The applicant, Kevin Morgan, and his architect, Ben Shear (ph.).

MORGAN: I think John did a great job, but I'll be brief. Real brief. Yeah, we tried to keep away from, as much as possible, the sloping, and so we even added an extra retaining wall to keep it smaller. So that's really what we tried to do overall. And what you'll see is on that side there is a wash and dents in, so there is no way to stay away from it. And then through the center of the property also is a ravine. So there's no way

to stay away from those two things. But that's it. Thank you.

MAYOR FRIEDEL: We have a motion and a second. Can I get a roll call, please? Oh, John, do you have something else you want? No.

BENDER: Did the architect -- did the architect want to talk? Oh.

SHEAR: (Indiscernible).

MAYOR FRIEDEL: Okay. Thank you. Can we get a roll call, please?

BENDER: Councilmember Watts.

WATTS: Yeah, aye.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Aye.

BENDER: Councilmember Larrabee.

LARRABEE: Aye.

BENDER: Councilmember McMahon.

MCMAHON: Aye.

BENDER: Councilmember Earle.

EARLE: Aye.

BENDER: Vice Mayor Skillicorn.

SKILLICORN: Yes.

BENDER: And Mayor Friedell.

MAYOR FRIEDEL: Aye.

BENDER: Mayor, Seven-Zero.

MAYOR FRIEDEL: Thank you.

WESLEY: So Mayor, if you're ready?

MAYOR FRIEDEL: I'm ready. You're on deck.

WESLEY: So the next one is at 15050 Diamondback Court, which is just across the ridgeline from the last one that we looked at. So again cut and fill waivers for excess of over ten feet. The applicant here working with their -- their slopes really does desire a main level where they can age in place. And that impacted the design to some degree. But there is, again, some area of excess fill on this one.

Again, just to put it in perspective, the last one you looked at is this lot right here. So we've gone over this ridgeline to this one here on Diamondback. And so this has an area in the back of the lot that has the -- the excess cut that takes place. They've pushed the property as far forward as they can, to the setback line to avoid as much as that steep slope as they can.

And you can see the slopes are relatively flatter here across this front part, but there is a steep drop off to the back towards the ravine in the back portion. You can see that again on -- on this side of the -- of the slopes. Again, relatively flat here, but there's a drainage area through the back that creates that extra steep slope a little bit closer look at where that is. Some of it is under the house and some of it under an outside patio area.

And looking at it from the side here facing the neighbor, that would be adjacent, and the back is where you'd see the most of it. But that's directed back towards the McDowell Preserve area. A section through the house showing that to the highest point, about 15ft of excess fill, and also a little bit to the side there.

So again, putting it in -- in context of the property, this lot. So the closest house that anybody would have a view of that is this one immediately to the east. That particular house is set down the hill and really backs into the side. They have no outdoor space or only one window that I noticed that would even look out that way up on the second floor. So really not visible to anybody.

Again, the ridgeline through here. Everything gets built here is likely to be to the other side of that ridgeline. So no significant impact. So again, they lowered some options here. You know that they maybe could have done -- reduce -- lower the finished floor level a little bit to take away some of that need for that excess fill. That creates problems in the front side, because now they've got to adjust those grades in front and have some tall retaining walls out facing the street.

You know, they could maybe step the house down instead of having one floor. But as many people these days are looking for that main floor to have no steps. So as you age in place, you don't have to deal with those. The second floor they do have, is primarily

for guests and entertainment areas. It looks like I didn't ever come back and change my last slide here, so forget what that one says. And but staff does recommend approval of the -- this fill waiver.

MAYOR FRIEDEL: Vice Mayor.

SKILLICORN: Thank you, Mr. Mayor. You know, again, it looks like a beautiful property, beautiful part time. It is ironic that their, you know, their neighbor just behind them is the other property. So that is quite ironic. And I think the same thing. They're not going to be able to see each other. There's not anyone that's really going to be able to see it. I think it's going to be a wonderful addition to our wonderful town. So I'll make a motion to approve as drafted.

EARLE: I second it.

MAYOR FRIEDEL: Councilman Watts.

WATTS: John, is the pool on the -- kind of the east side of that house? Is there a pool there, or no?

WESLEY: How do I do that, see which one's the best one to show it? The pool area --

WATTS: It looks like it's down below.

WESLEY: It's right in here.

WATTS: Right. I just couldn't see that -- the label there. Okay. I just want to make sure it was included because it would be unusual not to, so thank you.

MAYOR FRIEDEL: Town clerk. Do we have any comment cards?

BENDER: Mayor, we have the applicant and the architect. So it's Shannon Perry (ph.), and the architect is Ben Shear.

PERRY: Hi Mayor. Hi Mayor and Councilmembers. I just wanted to see if anyone had any questions or concerns for us in the design of this home, and positioning on the lot. No. Okay. Thank you for your time and consideration, and for the staff's time and thoughtful review of our -- our fill waiver. Thank you.

MAYOR FRIEDEL: Okay. We have a motion and a second. Can we get a roll call, please?

BENDER: Councilmember McMahan.

MCMAHON: Aye.

BENDER: Councilmember Larrabee.

LARRABEE: Aye.

BENDER: Councilmember Earle.

EARLE: Aye.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Aye.

BENDER: Councilmember Watts.

WATTS: Aye.

BENDER: Vice Mayor Skillicorn.

SKILLICORN: Yes.

BENDER: And Mayor Fiedel.

MAYOR FRIEDEL: Aye.

BENDER: Mayor, seven-zero.

MAYOR FRIEDEL: Thank you. We'll move on to item D, which is regarding resolution 2026-02, Fountain Hills Town Council Rules of Procedure, Amended and Restated February 3rd, 2026. Restoring the call to the public.

Rachel.

GOODWIN: Mayor, I'm going to lay this one over to our town attorney, who's taken the lead on this item.

WRIGHT: Thank you, Mayor and Council. As you recall, on November 18th of 2025, the Council voted to remove the call to the public based off of recommendations I had made in response to some -- a notice of claim.

At that meeting, the several of the Councilmembers who had voted in favor of removing the call to the public asked that I review the rules of procedure so that we could restore the call of the public after we have made some adjustments to the rules of decorum, and ensured that the First Amendment rights of our constituents were maintained in whatever the rules of decorum and call the public were vided.

On January 20th, 2026, we had a work session where we went over in detail all of the different rules that were changed. And we amended the -- in those rules that were

changed, we moved the call the public to the end of the agenda. We also limited the maximum amount of time to 30 minutes. And although we've -- we've now made it so that there's no maximum on the number of potential speakers in that 30 minutes, but each speaker is limited to a maximum of three minutes.

So if they have, you know -- can say what their concerns are in less time, then you can have more people go through in that 30 minutes. So it allows potentially more opportunity for people to speak. And we also just to also make sure that everyone in the public knows that there are some new rules requiring that the request to speak be turned in before the Council meeting starts. In part, that's because during the agenda items, we've also made it so that when -- when there's an agenda item up, that we rotate between those that are for and against an agenda item.

That way there's kind of a balanced approach to the -- to the speakers. That's something that some of the Councilmembers had seen at other meetings, with great success, and they liked the balanced approach to hearing speakers on both sides of the topic. So it wasn't frontloaded.

So anyway -- so we did add in a requirement that the request to speak cards be submitted to the town clerk prior to the start of the meeting, and I just wanted to make sure everyone heard that, because I know that's going to be a adjustment and change for our -- for our constituents. And then many of the changes to the rules of -- the rules of decorum were adopted in part from rules of decorum that are used by the City of Scottsdale. So I was -- we were not making up things on the fly.

And -- oh, and then following the work session last week, there was some concerns regarding the way it was worded, regarding the use of professional audio and video equipment. That rule was amended after our discussion so that it says, first of all, anyone using professional equipment, not just the media, needs to notify the town. Really, it's a notification process. It's so that the town can make sure that there's appropriate space.

I know we had a professional camera and some professional audio equipment in the past, and this isn't for general cell phone use. This is if there's professional equipment

and if there's multiple requests, it's so that we can accommodate all of the media -- any media requests that come in, so.

A lot of towns do these kinds of things where you have to provide advance notice. It's not it's not meant to restrict the ability to have these. It's just so that we can make appropriate accommodations because we want to make sure that there's room for both the media and for constituents.

So in this set of changes, there were no significant substantive changes to other areas of the rules of procedure. Those might -- there might be some areas that need to be addressed in the future. But the focus for this set of rule changes was to restore call to the public and to clarify procedures for conducting the meeting, including rules of decorum.

MAYOR FRIEDEL: Thank you.

Vice Mayor, your light's on.

SKILLICORN: Thank you, Mr. Mayor. You know, reading through this, this all looks workable. And it looks like a nice way to proceed and bring back public comment, especially in the spirit of free speech and the First Amendment. So I would like to make a motion to approve with one, just really minor change.

Section 4.2B, number three, it says town manager and town attorney, colon, town manager or town attorney may place an item on the agenda, et cetera, et cetera. I just want to add in Mayor. So town manager, Mayor or town attorney may place an item on the agenda. That's the motion I'd like to make.

EARLE: I'll second that.

LARRABEE: Can I get a point of clarification? I'm sorry. For the attorney. Thank you, Mayor. Jen, I might be mistaken, but I thought we had removed -- oh, wait, it was member of the public. It was through the town manager adding an agenda. I am confused. Never mind. Scratch all of that.

MAYOR FRIEDEL: Councilwoman McMahon.

MCMAHON: I have a couple comments to make on different sections. So can I make -- do you want me to make them all at once, or do you want me to take them one at a

time or what? Okay. Because it's going to take a couple of minutes to do so.

You changed open call to the public to be professionally recorded. To me, that's weasel wording it. It clearly is still interfering with freedom of the press recording a meeting, in violation of the First Amendment, which states that there shall be no law abridging the freedom of speech or of the press, ensuring that government can't control the media, enabling it to inform the public and hold power accountable.

What's professionally? Is it defined in the rules? If someone brings in a video recorder, is that considered professional? Is a phone considered professional? Because a lot of media people and the public out there use their phones. Is that now considered a professional equipment? So you're requiring something that has no definition. And so to me, I don't think that -- that -- that you can enact that.

To me, it's another broader restrictive form of reduced transparency and an attempt to control the narrative on a broader scale. And to me, it raises serious concerns under the First Amendment, freedom of speech, and freedom of the press. And I think constitutionally and statutorily, both the public and the press have a right to record public meetings.

There is no statement in the statute that says that it's anything to do with professional equipment is required to record that. I think it's a double standard, I still think it singles out the press, and is designed to prevent the public and press from recording open meetings against open meeting Arizona law.

So I think that the final sentence concerning notice of recording should be removed. I don't think it's enforceable. So part of my motion, and it would -- my motion would be to remove this, the word professionally and to not have it because it's not defined. So how can you follow it?

As far as regular meetings, why are we moving call to the public to the end of the meeting? Moving comment to the end of the meeting has a predictable effect of discouraging participation by forcing members of the public to sit through the entire agenda in order to speak. That undermines meaningful public engagement. As elected officials, we represent the community. The public has a Constitutional right to address

its governing body and to hold us accountable, and I hope they do as they have for the last five years that I've served on Council.

Policies that deter public comment, conflict with that responsibility, and with the principles of transparency and accountability required by state law. I received many calls and comments objecting to moving call to the public to the end. Many of our residents are offended by Council trying to silence them. This change serves no legitimate governmental purpose. I can't help but think it's done on purpose to reduce public participation on matters before Council.

Again, I'm going to make a motion to not move it to the end and to keep it, call to the public before the -- the regular agenda. And I don't understand also why we're having the town clerk spend time going for and against, you know, balanced approach or not. I mean, comment cards or comment cards. We've never had that done before. The end result is the end result.

And without repeating my comments at the January 20th meeting, I continue to object to these some of these rules, the changes presented. I think these changes undermine our transparency, our accountability, and meaningful participation, or local government. And for that reason, I will oppose them. And specifically, I disagree with the provision limiting councilmember discussion to two minutes. I think that's a hindrance. I don't think it's positive.

We routinely require more than two minutes to explain our reasoning during an agenda, discussion and debate. Meaningful deliberation is essential to transparency and to informing the public about how and why decisions affecting the town are made. This limitation, to me, unnecessarily restricts us from fully stating our position, and undermines our duty to conduct its business openly, and thoughtfully. A rule that curtails this deliberation works against the very purpose for which we are elected. For these reasons, I oppose this limitation, and I urge Council to remove it or revise it. Also you know, you brought up again, it says that Councilmembers have to refrain from making comments that are adverse to the town.

Well, again, you're trying to control our speech. We have a right to free speech. We

have a right to deliberate. We debate up here. Some of the words we use in debate might be adverse to the town. What's adverse to the town? Have you defined it? I don't see it in the rules. It's undefined and it's inherently subjective. There is no standard for qualified. What is adverse to the town speech.

It's ambiguity invites arbitrary enforcement. It's unclear whether adverse is determined by the town attorney, by prevailing, you know, legal opinions, or political disagreement. Such discretion is incompatible with constitutional free speech requirements.

Disagreement, debate and dissent are fundamental to our democratic governance. A rule that penalizes speech, based on whether it conflicts with an undefined town Interest is unconstitutionally vague, viewpoint based, and unenforceable. And for these reasons, I object to this provision, and I urge its removal, and move for its removal.

Again, we're looking at decorum.

Have you looked at some of the words that constitutes decorum? They're also undefined. They're personal attacks, and decorous language, and imputing motives are unconstitutionally vague. These terms are undefined. And again they're subject and grant unbridled discussion -- discretion to those enforcing these rules. The ban on imputing motives is also viewpoint discrimination. Praise of officials intentions is permitted, while criticism of officials motivations is punished. This asymmetry is unconstitutional, even in a limited public forum.

Criticizing why public officials act is core political speech. These rules are overbroad, sweeping, and protected speech that may be sharp, critical, or uncomfortable, but is not disruptive. The Council may regulate actual disruption of meetings, but it may not regulate speech based on tone, civility, or perceived intent. And I think that you know that.

Prohibition is imputing motives, and others stated in these rules are indefensible.

Who's going to determine what they are?

WRIGHT: The body.

MCMAHON: Well, again, they're unconstitutionally vague. They're viewpoint discrimination, and they're overbroad. The Ninth Circuit, which of -- which we are in,

ruled against these, specifically. There's a couple cases on --

EARLE: Points of order.

MCMAHON: -- it. Yes. They have, and the laws are still in effect.

EARLE: Point of order.

MCMAHON: And I'll provide you with the statute, with the cases. I think that --

MAYOR FRIEDEL: We have a point of order.

EARLE: I just -- I -- I'm sorry to interrupt you, Councilmember McMahon, but you keep looking at the attorney as though she wrote all this herself. This was three of us that got together and then we had the --

MCMAHON: That's right, three of you.

EARLE: Then we had a session. A work session where we went all over this together. She's not the one who wrote all this. I just want to make that clear.

MCMAHON: I know, but she's the one that's addressing it. So I'm addressing her and I'm really addressing everybody.

EARLE: Well I -- I -- I take offense to you looking at her.

MAYOR FRIEDEL: Thank. Thank you. All right. Will you continue with your comments?

LARRABEE: I also have a point of order. Sorry.

MAYOR FRIEDEL: Go ahead.

LARRABEE: Councilmember McMahon needs to be speaking through the chair -- chairman.

MCMAHON: Is what?

LARRABEE: Mayor, Councilmember McMahon needs to be speaking through the chair, which is the Mayor.

MAYOR FRIEDEL: Correct. Go ahead.

MCMAHON: Really?

MAYOR FRIEDEL: Councilwoman McMahon, will you finish your comments?

MCMAHON: Thank you. Again, I don't think that this is going to pass Constitutional muster. I really, really don't. And the reason I'm talking to everybody and the town attorney about it, is she drafted some of these as well.

So it's not a personal attack on her at all. This is a legal document. It's considered legal advice too. And I think that the decorum section is -- I don't think it's enforceable. I think it is overbroad and vague.

It -- it's you know what's disruption? Disruption to one person is not disruption to another. You know. I -- I don't think that this is going to hold up. I think it's going to subject us to lawsuits. And I wouldn't be surprised if one gets -- one gets filed. And I will send you the -- the case law that specifically states that these are overbroad, vague, and basically unenforceable. And they haven't been enforced in California. Thank you.

MAYOR FRIEDEL: Councilwoman Larrabee.

LARRABEE: Thank you. Well, I wanted to make a mention of one of our neighbors. The City of Mesa, I was able to visit them for one of their city Council sessions. Just so that everyone's aware how they handle their call to the public is very different, even from this. There's three people that are -- it's announced who's going to speak at the very beginning of the meeting, but it's happens at the very end of the meeting. But there's only three, and I believe they have to register before the meeting has started. That felt overly -- how do I say that? Restrictive, overly restrictive.

We then have Scottsdale, which actually is fairly similar in a lot of these different rules. We're not rewriting, we're not recreating the wheel here. These are rules that are already established in many other municipalities. Actually, most other municipalities have different rules such as this.

Second of all, the concerns regarding language and decorum, most of -- most of the language there already existed beforehand. It's just moved to the same area now, to make everything clear. Because we have had arguments in the past, and I think we can all remember from maybe about a year ago, maybe two years ago that would say, hey, this is something that's in the rules, but somebody else is looking at a different paragraph to say, no, this is what's in the rules. Both of those people are right. They were in totally different areas of the rules.

So indecorus, that was a -- that specific word was already in our rules of procedure. We actually had an entire conversation about it when we had our little meeting of whether

or not we should change that word, in case people don't know. I wanted to keep it because I like that it means outside of decorum, which is what the rules are regarding. But I'm -- if we want to change it, that's fine. Personal attacks, also already in the rules. As far as town interests, speaking outside of town interest, this is regarding legal interests. This is saying if we are in a legal kerfuffle, if we are in a legal situation as a Councilmember, we have somewhat of a duty to not say things that go right outside of our legal argument that we're already taking.

Even if you disagreed with the majority vote of the Council, you need to respect the majority of the vote of the Council. That's something that they told me my first week as a Councilmember, and the little training that the town attorney does.

And last but not least, the two minutes. Frankly, I wanted it to be one. But I know I blab too and I get it. It's very easy to want to say all of the things that come to our mind about an issue. I'm doing that right now. The point being, we should be very respectful of the public's time, especially if we are moving call to the public toward the end of the meeting.

And when we limit us to two minutes of saying, hey, everybody should get the chance to speak, two minutes at a time, by the way, it doesn't mean that you can't speak again if you need to respond to something. This is showing you respect as the public that you're not sitting here for four hours waiting for your turn to talk. And then also that we're getting less time than the public. This is showing you respect, not whatever was just implied.

MAYOR FRIEDEL: Councilperson Kalivianakis.

KALIVIANAKIS: Thank you, Mr. Mayor. Yeah. This is kind of being soft sold tonight as just a small departure from business as usual, and nothing to see here. That is not true. This is a radical departure from the way things have been for the history of this town Council, and they're trying to tell you there's no big deal here.

There is a big deal here. To say that we're going to follow the Scottsdale model. Has anybody read the paper on the Scottsdale model that is a more dysfunctional Council than this one is? And we're going to use their model to come bring to Fountain Hills.

Bad idea. This is just an elimination of rights -- of Council rights, and of residents rights. They've eliminated Council reports. They're limiting us to two minute soundbites to talk about million dollar deals. How do you make an argument in two minutes? Tell -- tell that to an attorney. You got two minutes to make your case. Limit call of the public to 30 minutes. Put it at the end of the meeting. Not a good idea.

One, it's once again limiting the press. Oh, well, you have to register. You have to show us you're coming. You have to register your equipment. Why is this Council so afraid of the press? It's -- it's -- late comment cards. We had people filing late comment cards tonight. Why can't people file common cards when they come in late? Why do they have to be here at 5:15, when there's going to be an item that's going to be discussed at 8 o'clock? It's not right.

If we pass this tonight, this Council majority is quite literally putting the residents of this town last. The majority moved to eliminate the long standing tradition of allowing residents to speak on non agendized items at the beginning of our meetings, a tradition that helped define our small town character for decades.

And the previous meeting, Councilmember McMahon, who did a good job on a bill of particulars of what she disagrees with. So I'm not going to go into that, even though I was prepared to. We spoke forcefully about the importance of hearing from our residents, and we were joined by dozens of citizens who took the time to submit thoughtful common cards about their concerns about this, too.

In the past, the Council has listened respectfully to the public input and weighed those perspectives before -- before casting votes. That practice built in trust. Unfortunately, that has been abandoned. The claim that these so-called changes to call the public will still somehow restore and expand public access is not true. Moving the call to the public at the end of the meeting does not enhance participation. It restricts it. Most residents can't stay late on a Tuesday night for a brief opportunity to speak.

The decision that we're making tonight disproportionately excludes senior citizens, individuals with health challenges, students with schoolwork, parents balancing family responsibilities, business owners who must get up in the morning to open up their

shops. Members of this council will remain until the adjournment of the agenda order. So I ask, why should we not extend the same professional courtesy to our residents, that every council since has incorporated? The same courtesy we routinely extend to those receiving awards like the Mayor's Awards, the proclamations that come at the beginning.

Why aren't we treating everybody fairly and letting that go first? Refusing to allow residents to speak early and leave if they choose not to is not about efficiency or order. It reflects a troubling disregard for the public that we were elected to serve. Ending the call of the public and replacing it with a deliberately inconvenient alternative will not restore confidence in this council, nor will it repair Fountain Hills damaged reputation throughout this community. The Council that refuses to listen to its residents forfeits the moral authority to govern them.

I implore this Council, abandon this radical agenda, vote it down, and let's go back to just doing the people's business.

MAYOR FRIEDEL: I think I'd like to make a statement here. Our main objective here is to conduct our town business. The call to the public is not a right, but a privilege. It's in the State statutes. So we want to conduct our town business first. We are not restricting the right to speak, but we've put an objective limit, if there are ten or more people who request to speak on an item, and you can adjust the time around each person who gets to speak.

I'll remind this Council that our own school board, if you're not there when the meeting starts to fill out a call to the public sheet, you don't get to do it any other time. So our own school district does it that way. Also, the two minutes for councilmembers to respond. That's the initial two minutes. That doesn't mean you can't have another two minutes. And I don't think -- I don't think anywhere in this revised policy that it says that the press has to register their -- their equipment. That was a comment that was made.

So we've -- we've always had the power to limit the number of speakers. We've always had the ability to clear the room. Creating objective standards on limiting debate and

spelling out the consequences for disrupting meetings is good, transparent government. We have town business we need to conduct, and we need to get that done first, and foremost.

The call to the public had been weaponized in the past for political reasons. And again, I repeat, it's not a right. It's a privilege to have the call to the public. It's in the statutes. And with that, I will ask Councilwoman Earle if she has something to say.

EARLE: Thank you. Mayor. Through you, I want to ask the town clerk or just mention, the reason we are having items given to her early on is so that she can organize everything as we've requested her to do, And it -- it makes it difficult for her when people give her stuff later. Is that correct?

BENDER: It helps us to be organized --

EARLE: Okay.

BENDER: -- so that we can proceed with the business.

EARLE: Okay. Thank you.

And my second thing. Through you, Mayor, is may I address the attorney?

MAYOR FRIEDEL: Sure.

EARLE: Okay. And this is -- do you know where that statement is in the rules about the -- the -- what is it? The -- oh, my gosh, Rick, I got your thing. The when the -- the about -- about registering your cameras or whatnot. The --

WRIGHT: Yes. So it's not registering the cameras. It's actually just notify an hour before the meeting --

EARLE: Okay.

WRIGHT: -- if you're going to be bringing in professional equipment. Just a notification. It's in section -- is that what you're asking, where it is?

EARLE: Yeah, where it is. I'd like to read that.

WRIGHT: I just I had it up a second ago, and where did I see it? .

EARLE: The press. There's the word. The press. What section is it?

MCMAHON: 3.7A.

EARLE: Okay.

MCMAHON: Meetings to be public. It's page eight.

WRIGHT: So I'm looking on page 259 of the meeting packet. It's in page eight of the Rules of Procedure. I'm looking at the -- the finished version rather than the --

EARLE: Okay.

WRIGHT: So that's where I'm at. Page 259.

EARLE: And where is that exactly that the point --

WRIGHT: So it's the under A and it says members of the public wishing to record meetings using professional audio or video equipment must provide written notification to the town manager or designee at least one hour before the meeting before setting up any professional equipment.

EARLE: Okay. Thank you very much.

WRIGHT: And it's just again, it's just a notification. It's not a registration, and it's not a getting a license. It's just a notification.

MAYOR FRIEDEL: I'd also like to point out that we're not restricting the public's access to this Town Council. You can email us, you can call us, you can text us. We get hundreds of emails every week. There are agenda items that the public is allowed to speak on. We're not restricting any comments on any agenda items. We're just redoing this section because we want to get the business done first.

Councilwoman McMahon.

MCMAHON: Thank you. When you're requiring them to provide written notification ahead of time, in essence, it is registering in advance. So again, I don't -- what if -- what if a reporter comes in the room with some professional equipment and he or she is 15 or 20 minutes late? Are you going to refuse them? You can't. You can't. You can't refuse them. Especially if they're not interfering with anything. They have a right to record meetings.

It's in the State statute, you know. And I'm not going to respond to Larrabee because there are too many things that she mentioned that to me, you know, I -- just be too much to go through. But again, for the reasons that I stated, I don't -- I think that these changes are way too restrictive, and I think that they are preventing transparency and

they are preventing the public from redressing their government, which they have a right to do. And I do think many of these are unconstitutional, and I am concerned that there is going to be a lawsuit. Thank you.

MAYOR FRIEDEL: Thank you, thank you.

Councilwoman Larrabee.

LARRABEE: Just -- thank you, Mayor. Just regarding the professional equipment again, the member of the media is welcome at the meeting. They're welcome to record on their cell phone. They're welcome to use the video recording that we post on the very public YouTube. You can look at your meeting minutes. The media is welcome at our meetings.

What we are asking is that if you're setting up professional equipment, that you let someone know an hour beforehand, this is a very normal thing to ask, I promise you. You can ask other town Councils, other Mayors, state legislature.

This is a very normal thing to request, because if someone's lugging in a bunch of equipment, one if we don't know what that is, there's a slight safety concern, right? So for example, we did have a member of the media a couple of meetings ago. Totally fine. He had -- he had asked staff beforehand. We, as the Council didn't quite know yet. So I was a little jumpy, I guess, when they came up to the dais during a break and started hooking things to the microphone, and we're walking right by the councilmembers. There's also a security factor to keep in mind here. And that's just my two cents on that. But as far as the professional equipment goes, the professional equipment does not have Constitutional rights. The member of the media does.

MAYOR FRIEDEL: Town Clerk, do we have any public comment cards?

BENDER: Yes, Mayor, we do. We did receive seven online cards, and they were all against changes. We have -- no -- eight speaker cards. And we'll start with Renee Marion, Beth Culp, and then Crystal Cavanaugh.

YARIAN: Good evening, Mayor and Councilmembers. My name is Renee Yarian (ph.), and I'm a long term Fountain Hills resident. The call to the public is a fundamental component of Town Council's effect in the lives of its citizens. The call to the public

gives people a chance to speak directly to those who represent them.

It also provides transparency and accountability when officials hear their concerns publicly. It's hard to ignore issues when they're raised on the record in front of neighbors and the press.

Allowing public input builds trust and legitimacy even when the Council doesn't agree, or act immediately. Citizens are more likely to accept the outcomes if they feel heard and involved. Hearing from citizens can help with early problem solving and the call to the public flags issues early on, before the lawsuits, protests, and or crises.

Finally, it provides civic engagement, making people feel that they're truly involved in local affairs, which strengthens the community and leads to a better long term relationship between Council and the town population.

Moving comments to the end of the meeting seems unreasonable, as it will limit the number of citizens who can participate. It penalizes families and working people. It makes little sense to put more obstacles in the way. To allow comments at the time that particular agenda item is being discussed only seems logical. Limiting the comment time to 30 minutes also limits participation for important topics.

That seems very, very unfair. It discourages citizen input. Meaningful discussion is vital for our community. It's also unreasonable to require commenters to arrive by 5:15. Again, because it penalizes people who work. It's just another means for you to take away what Hannah referred to as our toy. These new rules expose us to litigation regarding our Constitutional rights.

I'm angry about not being able to address non agenda items. It's disingenuous and harmful to our community. I object to these changes and suggest that it would be more helpful to citizens, and better for Fountain Hills overall to revert back to the long standing rules we had before this debacle started. Thank you.

CULP: Good evening, Mayor Council. My name is Beth Culp, and I am a resident of Fountain Hills. While I was sitting here, I heard something that really shocked me. Councilmember Earle indicated that these rules were written by a committee. That's fine for a committee to write drafts, but then the implication was that the rules had not

been reviewed by your town attorney for their constitutionality. That is inexcusable neglect.

I strongly, strongly advise you to, before you enact these provisions, you have this document reviewed by a lawyer who practices Constitutional law and submit some of the more controversial provisions, specifically the right to eject everyone from the council chambers to the attorney General. They will do opinions for you. Because I can guarantee you that if you enact that, there are prior restraints in here.

There is a provision and I'll read it to you. It basically says under objection, the Mayor has the right to clear the council chambers and restrict access to the Council, employees, applicants, and presenters. It doesn't even mention the media. That is first year law student knowledge.

You cannot ever exclude the media and have that in there. And but that's something a Constitutional law lawyer would pick up. So please, before you take any action on this, have it reviewed by a Constitutional lawyer -- a Constitutional law lawyer, and also submit for Attorney General's opinion request on the right of -- of the Mayor to kick everybody out of the room, because that is a valid lawsuit that's going to be filed. Based on what happened in November, that was unconstitutional. You cannot inject [sic] all of the people from a meeting because of the conduct of one person, and particularly not because there's a spat between the Mayor and another Councilmember. That was wrong. Don't make the same mistake twice.

Before concluding, I just want to read back on something from a June 18th, 2024 meeting. The speaker during call to the public said, I'm here this evening to express my extreme frustration with the comments and arrogance of certain councilmen during the Town Council meeting of June 4th. It was inexcusable. It was flippant. And it was -- get that word -- impertinent. Under these rules, the person who said that who's sitting on the dais now would have been ejected or could have been ejected. That's how far this goes. Please reconsider.

CAVANAUGH: Good evening. Crystal Cavanaugh, resident of Fountain Hills. I want to say I agree with the two minutes per councilmember. That does allow other

Councilmembers to jump in and give their input. And like it was stated, additional minutes can then be added. So it's not just a final number. It does stop a few filibusters, and that will make a shorter meeting for the public to get to the end for their call to public. And I totally agree with bringing back call to public, and I agree with placing it at the end of the regular session, so as not to interfere with the completion of other town business.

I can agree to requiring all speaker cards being submitted prior to the start of a meeting, but I think an alternate submission method should be allowed for agenda items. I understand you must be in person for call to public.

My concern is that if you cannot submit a request to speak before arriving at the meeting, like if I did it the day before yesterday, it's actually disenfranchising in person participation. And for those who actually want to speak in person, if you're following me, some looks confused. But when I'm online before, I could always fill out a written comment. I never noticed if it was there, that said, I'd like to speak tomorrow at the meeting, for example. I never saw that.

And today, actually, when I went on, I couldn't even find the request to comment card, to tell you the truth. So I'm not sure if things are changing or if it wasn't on my mobile. But it definitely needs to be easily found on a mobile, because usually, I might be alerting you guys that I want to request to speak, but I'm not going to make it by the beginning of the meeting, for example. So I might do it earlier in the day. And so I've kind of been off.

But it has been a practice to call the speakers in the order that they submitted their cards. And so I'm not sure how it would be handled, for example, if online requests to speak are allowed and then others who want to submit in person. Is there a problem if perhaps somebody loads up the speaker cards, for example, and already has ten or 20 in the queue to talk on a certain item by, you know, by design, for example.

So I'm not really sure how that's going to work. There's some things to work out, I think. And also, if you're coming in person, the in-person call to public speaker, would they need to be the one to turn in their own card? Or can you turn in your friends cards and

then they show up later?

So I've understood the abuses that have led up to this. I just don't want this to turn into something more complicated than it needs to, than simply moving the call to public to the end, holding firm to conduct, and sticking to town related business in three-minute segments. Thanks.

BENDER: Mayor. The next three speakers, Benjamin Larrabee, Shelby Blecker, and Gene Szlapka (ph.).

LARRABEE: Good evening everyone. Mayor. Councilmembers.

I want to rise and express my support for returning call to the public as proposed here tonight. I am a free speech absolutist. We should embrace the right guaranteed by the founders of our republic to petition our government with our grievances. What we do not have a right to do is to physically intimidate members of the public who disagree with you.

The night when we first debated this, multiple men from the Democratic Party accosted women to the point where the police had to escort them out to their cars for their own safety. We are better than this. The reason I believe in free speech is because when we stop talking to one another, bad things always follow like we saw that night. This is why we need rules of decorum. Speak to your elected officials. Debate the motions. Talk about the roads. But do not allow partizans to turn town hall into a UFC octagon. So thank you, Gerry, for returning call to the public and enforcing decorum. And then please, let's pass this and then get back to work.

BLECKER: Good evening, Mr. Mayor. Councilmembers, my name is Shelby Blecker, town resident. It's a bit concerning that our Town Council rules had so many procedural errors, Robert's Rules of Order issues, parliamentary issues that hadn't been addressed by prior administrations.

So I'm glad to see how our new Mayor and town Council, along with our town attorney, have worked to clarify and fix these issues. Hopefully, our town Council meetings will now run more smoothly and efficiently. And I do understand that a lot of things can be challenged. Lawsuits will come and go, and anybody can file a lawsuit against anybody,

so the challenges will prevail.

As for the restoration, for the call to public, let's get to the crux of the matter and talk about the guardrails that we put up. Why do we need guardrails for call to the public? I think the answer to that is now obvious. And if it's not, let me mention a few reasons. One. Personal attacks on the Mayors and the Councilmembers are not productive.

Two.

Members of the dais should be allowed to grieve publicly over the loss of a relative, a friend, and especially in the extraordinary circumstance of an assassination, i.e. Charlie Kirk. That's not proselytizing. It's grieving. Should we not say a prayer and hope for a positive outcome to the tragic abduction of Nancy Guthrie, a fellow Arizona resident, that maybe someone would like our town to comment on? Should those who wish to mention Renee Good not be allowed to mention God, or how their faith is holding them together?

Members of the public should be allowed to do the same without judgment from the peanut gallery in attendance. I feel these three reasons are at the core of why call to the public was taken away a few months ago. People wanted and needed to grieve, and members of the public disagreed loudly, strongly in the case of the November meeting, shamefully.

Our town resident, one town resident felt the need to file a frivolous lawsuit against the town to appease her narrow minded sense of justice. Maybe we should also be reminded of the disrespectful and disgraceful actions. Maybe not. No need to be reminded, and no need to rehash or relitigate. We'll just move forward.

So now we have guardrails, and I'm strongly in agreement with each and every one of them. Put on the guardrails and let's allow public to once again participate in the town Council meetings.

Many of us have something to say, and regardless if you agree with us or not, we should be allowed to be heard with the guardrails, demanding decorum, and restricting the use of insults, accusations, that we have all witnessed in the past.

I have had to frame my conversations in two minutes at various meetings, many, many

times. It's not too hard to do. I also would like you to think about the other side of the coin, where people can't make it here on time to make comments. End of the meeting is great.

BENDER: Mayor, the last two speakers are Katherine Myrick and Larry Myers. No, I didn't forget you, Gene.

SZLAPKA: Mayor, Councilmembers, I'm a 30-year resident of Fountain Hills. I'm just -- cannot understand why this Council, most of it fears free speech, the First Amendment. Creating obstructions to free speech, as this proposal clearly does, will enrage a lot more town residents. There is no reason to shut down their voices other than to make sure, perhaps only special interests are heard. As a 30-year resident, I've seen a number of council meeting disruptions by angry residents. I've seen a number of council meeting disruptions by many residents, but I have never seen such a poor handling of them by the presiding officer.

Why punish all residents that wish to participate in the democratic process? Or is that the objective? First this Council removed our ability to challenge ethical misbehavior. How convenient. Now this. Something smells here. Let's do the right thing and return the procedures to what has worked for decades.

One more thing. You even took the table away from the journalists. You're prejudice against the press. If any changes are needed, perhaps the changes needed to be made in how best to de-escalate instead of denying our rights. I would say that there's been comments about doing the town business. Well, we should be doing the town's business. We talked about part of it tonight, the roads. So let's get and do our town business, and stop with this crazy stuff. Thank you.

MYRICK: Hi, Katherine Myrick, Fountain Hills residents, thank you for -- thank you for listening to me again. I spoke to this item when the Council reports and call to the public were removed back in November. And while I appreciate that the Council is working towards bringing back call to the public, the edits that have been made seem to bring back the opportunity for comment, but in a way that makes it very difficult for the public.

It raises the question of whether you actually want to hear from the public, or you just feel like it's something you have to do. The requirement that comment cards on agenda items and call to the public will have to be submitted before the start of the meeting is not necessary and is certainly not welcoming. So if someone's trying to get from a job to a council meeting to participate, they need to be here before 5:30, before the start of the meeting to put in their card, and then they might have to wait two or three hours before they can actually speak. It means that someone has to devote their entire evening to a three minute comment.

I'm also worried about how these changes restrict the speech of the councilmembers themselves. There's been no comments about reinstating councilmember reports. I think those are really important. So the public knows all of the many things you guys are doing to support the town.

Also, councilmember comments during discussions being time limited to two minutes. How is our Council supposed to make decisions in a constructive, collaborative way if you're restricting the -- the speech of yourselves? These updated procedures don't bring -- they bring back call to the public, but in a very restrictive way. They make commenting on agenda items more restrictive.

They don't reinstate councilmember reports, and they restrict the speech of councilmembers themselves. These are not rules that seem to value public engagement in our town business. And as our Mayor said, we have town business we need to conduct. And I would have thought that listening to your constituents would have been part of that. Thank you.

MEYERS: Mayor, Council. Larry Meyers (ph.), 44-year resident, Fountain Hills. My experience with this Council predates the Council, so let's just get one thing clear. 2022 was the watershed moment where actions by certain citizens in this town were disruptive and unseemly.

Call the public existed, as it did for all of the previous time, and there was never an instance like we had which precipitated this particular action that you're trying to take. I support bringing the call to the public back, and I don't care where you put it, because I

sit here and try and suck in a lot of town business, so I don't care if I have to wait to the end.

I do think call the public is really important for town business. It helps to educate you on things you don't know about. I would have appreciated speaking to ARS9-596 scope of local authority with regard to the 5(G) issue tonight, but I can't, because we don't have a call to the public tonight. Why don't we have a call to the public tonight?

Because certain citizens disrupted the meeting.

We had been using -- there are people on the dais right now who know that this is true. We disagreed in the past, but it never got to the point where a small group of people disrupted the council meeting. There's a mayor sitting in the back of the room that served for a long period of time, and we had lots of disagreements and got to use the call of the public and educate everybody and get things on the record.

It went on from the time we were -- call to the public, was the same from the time we became a town. So let's try and remember what precipitated this, while you're trying to -- to put down all the rules and regulations that have sort of been written. They were written in there because people didn't have any respect. You don't find me hooting and hollering in the back of the room.

And I disagree a lot with a lot of you on a lot of issues. And I agree on others, but there's a certain decorum. You wrote some rules. Do I like them? Ah, you know what? Call to the public is back. Please put it back in. And I don't care about your rules. I'll live with them, and I'll continue to come up here and speak as I have since 1989. Thank you.

MAYOR FRIEDEL: Thank you. I -- I think we had a motion, didn't we? And a second?

EARLE: We did.

WRIGHT: Mayor, may I ask for clarification on that motion before we --

MAYOR FRIEDEL: Sure.

WRIGHT: -- before you vote on it. So the request was to amend four point -- it was the -- the motion was to approve the new rules and add in -- in 4.2b, add in the Mayor. And when I look at 4.2B, did you want me to also change 4.2 -- and I need to go to that section. And I apologize for not having it up. The one before that and moved the Mayor

to just 4.2 and remove it -- hold on. What number? Page number. Let me go back to that.

I just want to know so that when we -- I think we're going to have to amend it and refile it if -- if this is passed as is. So I just want to make sure I get it correct. Okay. So 4.2b2 says mayor and councilmembers. Were you requesting that I move the Mayor to number three, so it's mayor, town manager and town attorney? Was that it?

SKILLICORN: The clarification would be that the Mayor has the authority to produce agenda or to produce agenda items. So frankly, two would be moot.

WRIGHT: Correct. That's why I'm -- so I would remove mayor from -- to add Mayor to number three.

SKILLICORN: Yes.

MAYOR FRIEDEL: You're good -- you're good with that then? Okay. So we have a motion and a second.

Roll call. Vote, please.

BENDER: Councilmember McMahon.

MCMAHON: Nay.

BENDER: Councilmember Larrabee.

LARRABEE: Aye.

BENDER: Councilmember Earle.

EARLE: Aye.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Nay.

BENDER: Councilmember Watts.

WATTS: Aye.

BENDER: Vice Mayor Skillicorn.

SKILLICORN: Mr. Mayor. Permission to explain my vote.

MAYOR FRIEDEL: Proceed.

SKILLICORN: Thank you. So I just want to point out to the public that a yes vote restores the call to the public. It restores the ability for the public to comment on non-agenda

items. A no vote is to not allow call to public. A no vote is a vote to not allow the public to comment on non-agenda items. I vote yes to restore the call to public.

BENDER: And Mayor Friedel.

MAYOR FRIEDEL: Aye.

BENDER: Mayor, five-two.

MAYOR FRIEDEL: Thank you.

Agenda item E is discussion and possible direction -- directing the town manager to send the governor a letter of support for tax conformity.

Rachel, do you want to start on that or should we just turn that to --

GOODWIN: I'm going to --

MAYOR FRIEDEL: -- Vice Mayor?

GOODWIN: I was going to say, I think I'm going to turn this one over to the Vice Mayor.

It was his requested item for discussion and agendas.

MCMAHON: Didn't the governor veto this?

GOODWIN: Correct.

MCMAHON: So why are we discussing it?

GOODWIN: It was requested and supported by three councilmembers.

MAYOR FRIEDEL: And I believe the -- the, the league said that at some point this is going to come back in some form. So we have to be prepared for that.

MCMAHON: Yeah. But in some form it's going to be -- have to be a different form --

MAYOR FRIEDEL: Yeah.

MCMAHON: -- because the government vetoed it.

MAYOR FRIEDEL: Yeah.

MCMAHON: So I don't understand why we're going to, in my opinion, waste time tonight discussing this --

MAYOR FRIEDEL: Okay.

MCMAHON: -- when we can look at it, when it comes back.

MAYOR FRIEDEL: Okay. Noted. Thank you.

Vice Mayor.

SKILLICORN: Yeah. This is actually a pretty big issue. 1.1 million Arizonans will see a tax increase if this doesn't get taken care of. And frankly, the Arizona Department of Revenue forms right now in -- are -- are submitted to all the tax preparation services, CPAs, accountants, you know, TurboTax, all that.

Assuming that Arizona will conform to the one beautiful bill language. And if something like this does not pass, people will end up doing their taxes more than once and could actually see hefty income tax increases. So this actually really hurts middle class. It hurts -- it hurts people that are tipped workers. It hurts people that have overtime opportunities. It's something that is a big deal.

There's quite a few people in Arizona that will suffer if this doesn't get done. And the mechanism that this could be done, I don't think we can dictate which is -- which is fine. The legislature could pass the same bills again. The legislature is also working on another that would basically put Arizona into conformance -- compliance with the Department of Revenue forms. That's probably less than ideal because senior citizens would see a tax increase in that case.

But there is a scenario that would allow that. So I think it's really important that -- that our council could lead on this and actually give the governor a hand, and let the governor know that Arizonans want to comply. We want to be able to file our taxes. I mean, I'm getting my taxes ready right now, but frankly, I'm just going to put them in a folder because I can't do anything until I know what the taxes are, which is a tremendous inconvenience, and someone -- I'm tired of procrastinating. I like to do my taxes, and I'd like to get this done.

And just kind of give you an idea. This that veto means that there's an additional tax on the elderly. There's an additional tax on tips, there's a tax on overtime. And you know, that's just not inappropriate. I think that this this council can weigh in on this, and you know, shed some light and some good advice to the governor.

MAYOR FRIEDEL: Councilwoman McMahon.

MCMAHON: Thank you. Based upon what I've read, a lot of what you said is incorrect. This is rushed legislation. There are no tax cuts for the middle class in this. I know

Governor Hobbs is currently working on tax cut legislation with the legislators to cut tax for the middle class. Not -- not favor the wealthy. And it also significantly reduces federal revenue to the states, I understand I'm not for supporting this. I again state that it's been vetoed, and I don't think that this is appropriate to send a letter to the governor about a matter that's already been vetoed.

MAYOR FRIEDEL: Councilwoman Larrabee.

LARRABEE: Given that this bill is regarding conformity with recent federal tax changes, I'm in support of us writing a letter to -- if nothing else, to encourage the governor and the legislature to come up with a solution here. We should be conforming with what is the standard federally.

Our Arizonans are going to be paying their federal taxes very, very soon. And in doing so we, let's say, solve this later on and then people have to redo them. That is a cost that affects the middle class and the lower class, because you're having to get your taxes done again. That is what we're referring to. So yes, I think that we can argue partisanship, we can argue the party politics behind different tax cuts or the effectiveness of various tax cuts. That's an entirely different conversation. This is just regarding conformity. So I'm all for it.

MAYOR FRIEDEL: Councilperson Kalivianakis.

KALIVIANAKIS: Thank you, Mr. Mayor. Yeah, this is another exercise in futility, and I don't even know why we're talking about this since it was vetoed by the Mayor -- by the governor. Vice Mayor Skillicorn, and Councilperson Larrabee, and Councilperson Earle ill-advisedly requested the town manager write a letter to the governor in support of a vetoed bill. The bill was put forth for tax conformity with recent federal tax changes, and it was vetoed -- yes -- vetoed by the Governor on January 16th, 2026.

My query is, what should the town manager write to the governor? Would you pretty please reconsider your veto? I'm not sure what we would be writing. It's been vetoed. It's going back to the legislature. It's done. Spending valuable Council time on trivial or nonessential issues is bad public policy because it diverts attention, resources and public trust away from work that actually matters. It diverts our town staff to doing

meaningless tasks.

The Town Council exists to address core responsibilities, public safety, infrastructure, fiscal stewardship, water, roads, long term planning. When meeting time is consumed by symbolic gestures, manufactured controversies, or issues that do not materially improve the residents quality of life, these core issues are neglected or delayed.

Inefficient agendas also come at a real cost. Council time and staff time is taxpayer funded time. Every evening we spend debating low impact issues and directing staff to waste valuable time is not spent solving real problems. Responding to residents' concerns or providing thoughtful insight of our town operations. I'm a no on this one.

MAYOR FRIEDEL: Councilperson Earle.

EARLE: Thank you, Mayor. Thank you Mayor. I would like to ask Councilman Skillicorn to explain what he would like the letter to be this time.

MAYOR FRIEDEL: Vice Mayor.

SKILLICORN: Thank you, Mr. Mayor and Councilman. If the Council so directs, what I envision is to ask the governor to -- to basically affirm compliance -- tax compliance. Ask the governor to assess, you know, if the veto is really necessary and -- and going forward to work with the legislature to move Arizona to compliance as soon as possible, for the sake of the People of Fountain Hills and Arizonans.

EARLE: May I ask?

MAYOR FRIEDEL: Go ahead.

EARLE: So is this just a discussion, or are we voting on this?

GOODWIN: It's agendized for voting.

EARLE: Okay. So I -- I still support it. Thank you.

MAYOR FRIEDEL: Councilman Watts.

WATTS: I have a question for the town attorney. Is there any harm in sending a letter that we're asking for reconsideration for her to find a way with legislature to align with federal statutes?

WRIGHT: There's -- yes, that would be okay to do that.

WATTS: So kind of much like the call to the public, when they don't give up? Same kind

of thing. So I'm in support of it.

WRIGHT: Okay.

WATTS: Thank you.

MCMAHON: Are we voting on it or just directing?

MAYOR FRIEDEL: This is an agenda item, so we will be voting on it. But I want to see if there's any -- are there any public comment cards?

BENDER: No, Mayor.

MAYOR FRIEDEL: No. Oh, I'm sorry. It is directing the town manager to send the letter.

MCMAHON: If the Council is -- if the majority directs, please do not include my name on the letter. Thank you.

MAYOR FRIEDEL: I think the way it would go is the majority of the Council, am I correct?

GOODWIN: Correct. And what I'm sensing is we do have a majority here tonight.

MAYOR FRIEDEL: Okay. Item F is consideration possible action related to any item included in the Arizona City and Town's legislative bulletin.

KALIVIANAKIS: Point of order. Don't we have to vote?

MAYOR FRIEDEL: No. It says direction.

KALIVIANAKIS: No vote?

MAYOR FRIEDEL: No vote.

KALIVIANAKIS: Okay.

MAYOR FRIEDEL: Direction. Thank you.

MAYOR FRIEDEL: Sorry, I was interrupted. So item -- the next item is related to any Arizona cities and towns, legislative bulletins. Does anybody have anything they want to bring up?

GOODWIN: Mayor, I do.

MAYOR FRIEDEL: Go ahead.

GOODWIN: I'd like to actually -- actually, I'd like to ask the clerk to give a quick update on SB2022, I believe, which is affecting our election dates. It will affect numerous folks here on the dais as well as our candidates. So if -- Bev, do you mind giving a quick update on that one?

BENDER: No, we anticipated that there was going to be a one week change as they did in 2024, I believe. But it's looking like there are two competing bills right now. One in the House, one in the Senate. And what they were wanting to do is to change it for two weeks, which would mean our new election date would be July 21st. So we still need to wait and see, because the governor does have to sign this -- the bill once it is finalized.

MAYOR FRIEDEL: And I believe there was an amendment to that bill, the one bill, by Calladin saying that any forms that are dated August 4th will be acceptable.

BENDER: That is correct. The forms that are being circulated now are --

MAYOR FRIEDEL: Yeah.

BENDER: -- being used.

MAYOR FRIEDEL: Yeah. Okay.

BENDER: But there will be also a change to the campaign finance forms for the pre and the post-election reports. So stay tuned. There'll be a few more changes.

GOODWIN: For clarification, just for anybody that might be watching from home or taking notes out there, the two items are HB2022 and SB1425. Those are the two competing ones, and arguably the proposed date would be July 21st for elections?

BENDER: That is the date we have been told by the County --

GOODWIN: Okay.

BENDER: -- is what they're targeting, and that's what they're supporting. Meaning the counties are.

GOODWIN: Okay.

BENDER: So we'll see what happens.

GOODWIN: Thank you.

MAYOR FRIEDEL: Thank you. Beth.

Vice Mayor.

SKILLICORN: Thank you, Mr. Mayor. Yeah, I think the clerk really summed that one up. Really, there's really nothing to add there. There might be a trailer bill with that, though, to actually enact the forms -- the date compliance and the forms, which would be seamless for us. But it's -- it's all more work for you.

But I think all risk that's -- in general, there's a few things that the legislature likes to do to take away local control. I don't know if there's anything we need to act on, but I think this is -- as session continues, this is something to take a look at.

I don't like the idea of punishing the -- the retailers when someone steals a shopping cart, though. I think that's a -- the -- what -- what some municipalities are doing is not a -- not a nice thing to do to their -- to their retailers. So I -- that one I actually differ with the league, so.

MAYOR FRIEDEL: Okay. Any council discussion or direction to the town manager?

Future agenda items?

Can I get a motion for adjournment?

KALIVIANAKIS: Motion to adjourn, please.

MAYOR FRIEDEL: Second. Anyone?

WATTS: Second.

MAYOR FRIEDEL: All in favor?

ALL: Aye.

MAYOR FRIEDEL: Thank you.

HAVING NO FURTHER BUSINESS, MAYOR GERRY M. FRIEDEL ADJOURNED THE REGULAR SESSION OF THE FOUNTAIN HILLS TOWN COUNCIL HELD ON FEBRUARY 3, 2026, AT 7:40 P.M.

APPROVED:

GERRY M. FRIEDEL, MAYOR

ATTEST:

BEVELYN J. BENDER

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY COUNCIL, FOUNTAIN HILLS, ARIZONA HELD ON FEBRUARY 3, 2026. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD AND THAT A QUORUM WAS PRESENT.

BEVELYN J. BENDER



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 3/3/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Administration / Finance
Prepared by: Michael Stelpstra, Accountant
Staff Contact Information: Phone: 480-816-5165
Email: mstelpstra@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Approve Council recommending, to the Arizona Department of Liquor Licenses and Control, the application for a Series 12 Restaurant License for Trilogy at Eagle Mountain, located at 14815 E Shea Blvd, Ste 100, Fountain Hills, AZ 85268

Staff Summary (background)

The purpose of this item is to obtain the Town Council's recommendation (approval, disapproval, or no recommendation) regarding the application for a Series 12 Restaurant License submitted by Dennis Patrick Payne, agent of Trilogy at Eagle Mountain, for submission to the Arizona Department of Liquor Licenses and Control. Staff reviewed the liquor license application and found that it is in full compliance with Town Ordinances.

Related Ordinance, Policy or Guiding Principle

A.R.S. §4-201; 4-202; 4-203; 4-205 and R19-1-102.

Risk Analysis

N/A

Recommendation(s) by Board(s) or Commission(s)

N/A

Staff Recommendation(s)

Staff recommends the Council recommend approval of the liquor license application to the Arizona Department of Liquor Licenses and Control.

Suggested Motion

Move to approve the Council's recommendation to the Arizona Department of Liquor Licenses and Control regarding the Series 12 Restaurant License application for Dennis Patrick Payne, agent of Trilogy at Eagle Mountain.

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

- | |
|--------------------------------|
| 1. Local Governing Body Report |
|--------------------------------|

26 2 4 Lic. Dept # 714

State of Arizona
Department of Liquor Licenses and Control

Created 02/04/2026 @ 07:19:53 AM

Local Governing Body Report

LICENSE

Number: _____ Type: 012 RESTAURANT
Name: TRILOGY AT EAGLE MOUNTAIN
State: Pending
Issue Date: _____ Expiration Date: _____
Original Issue Date: _____
Location: 14815 E SHEA BOULEVARD
STE 100
FOUNTAIN HILLS, AZ 85268
USA

* Mailing Address:

Phone:
Alt. Phone:
Email:

AMENDMENT

AGENT

Name: DENNIS PATRICK PAYNE
Gender: Male

* Correspondence Address:

Phone:
Alt. Phone:
Email:

OWNER

Name: TRILOGY AT EAGLE MOUNTAIN LLC
Contact Name: DENNIS P PAYNE
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23843058 State of Incorporation: AZ
Incorporation Date: 06/20/2025

* Correspondence Address:

Phone:
Alt. Phone:
Email:

Officers / Stockholders

Job #
380980
Trilogy at Eagle
Mountain

Name:
DENNIS PATRICK PAYNE

Title:
Member

% Interest:
100.00

TRILOGY AT EAGLE MOUNTAIN LLC - Member

Name: DENNIS PATRICK PAYNE

Gender: Male

* Correspondence Address:

Phone:
Alt. Phone:
Email:

AMENDMENT

MANAGERS

Name: DENNIS PATRICK PAYNE

Gender: Male

* Correspondence Address:

Phone:
Alt. Phone:
Email:

26 2 4 1:14 PM 7:14

Job # 380980
Trilogy at Eagle
Mountain

APPLICATION INFORMATION

Application Number: 380980
Application Type: New Application
Created Date: 01/21/2026

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 3) Is there a penalty if lease is not fulfilled?
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
ZERO
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS PATIO
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
04/24/2026
- 9) What type of business will this license be used for?
RESTAURANT



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 3/3/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Public Works
Prepared by: Justin Weldy, Public Works Director
Staff Contact Information: Phone: 480-816-5133
Email: jweldy@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Relating to Cooperative Purchasing Agreement 2026-058 with B2B Direct Sales Inc., dba The HVAC Co.

Staff Summary (background)

Staff is requesting Council authorization to proceed with modifications to the Central Plant chilled water piping system to provide full operational redundancy between the chillers and cooling towers.

The proposed piping reconfiguration will allow the Town to operate chillers and cooling towers in any configuration, ensuring uninterrupted cooling during peak demand periods, increasing energy efficiency, extending equipment life, and reducing the risk of facility downtime.

The Town's central plant provides cooling to Town Hall and associated facilities through a system of chillers and cooling towers operating in a Lead-Lag (Primary-Secondary) configuration.

Under the current piping configuration, the system does not allow full redundancy. During periods of high cooling demand, if one chiller becomes inoperable, the remaining chiller cannot adequately maintain cooling capacity. This creates a significant operational risk during peak summer conditions.

Currently, the system allows the following operational configurations:

- 2-3
- 1-3
- 3-1
- 3-2

However, the system cannot operate in the following configurations:

- 1-2
- 2-1

This limitation reduces flexibility and redundancy during high-demand or mechanical failure scenarios.

The proposed project includes modifications to the cooling tower return loop piping. These changes will:

- Allow chillers and cooling towers to operate in any configuration
- Provide full redundancy between equipment
- Enable improved Lead-Lag and Primary-Secondary operations
- Increase system reliability during peak summer demand

Operational Benefits

1. Full Redundancy

The modified system will allow any chiller to operate with any cooling tower. This nearly eliminates the risk of losing adequate cooling capacity during a single equipment failure.

2. Reduced Risk of Downtime

In the event of catastrophic mechanical failure of a chiller or cooling tower, staff will be able to reconfigure the system and maintain building cooling. This protects:

- Town Hall operations
- IT/server infrastructure
- Court functions
- Public access services

3. Extended “Free Cooling” Season

The piping modification will allow staff to circulate water through both cooling towers and utilize evaporative cooling without operating the chillers during appropriate weather conditions.

This “free cooling” mode:

- Reduces energy consumption
- Lowers operating costs
- Reduces runtime on chillers
- Extends equipment life

4. Equipment Longevity

Improved flexibility reduces system stress and allows better load balancing between chillers, extending service life and lowering long-term replacement costs.

The total cost of the Central Plant chilled water piping project is in the amount of \$189,633.21, which includes \$17,239.38 in contingency funds. Sufficient funding exists and sufficient budget authority in the Facilities Reserve Fund can be used in the current fiscal year, and the project will be paid for from this fund. This investment improves operational reliability, reduces risk exposure, and is expected to generate long-term energy savings through increased “free cooling” capability and reduced equipment wear.

Without this modification:

- A single chiller failure during peak summer demand could result in inadequate cooling capacity.
- Critical Town operations could be disrupted.
- Emergency rental cooling equipment may be required at significant expense.

- Equipment stress may shorten system lifespan.

Related Ordinance, Policy or Guiding Principle

This project is consistent with the Town's guiding principles of:

- Asset management and infrastructure preservation
- Operational continuity of essential public facilities
- Fiscal responsibility through lifecycle cost management
- Risk mitigation for critical systems

Risk Analysis

Without this modification:

- A single chiller failure during peak summer demand could result in inadequate cooling capacity.
- Critical Town operations could be disrupted.
- Emergency rental cooling equipment may be required at significant expense.
- Equipment stress may shorten system lifespan.

Recommendation(s) by Board(s) or Commission(s)

N/A

Staff Recommendation(s)

Staff recommends that the Town Council authorize the modification of the Central Plant chilled water piping system to provide full redundancy and operational flexibility.

Suggested Motion

Move to approve Cooperative Purchasing Agreement 2026-058 with B2B Direct Sales Inc., dba The HVAC Co. in the amount of \$189,633.21, which includes \$17,239.38 in contingency.

FISCAL IMPACT

Fiscal Impact: \$189,633.21, which includes \$17,239.38 in contingency.

Budget Reference: FY2026

Funding Source: Facilities Reserve Fund

ATTACHMENTS

- | | |
|----|-----------------------------------|
| 1. | 2026-058 HVAC Co |
| 2. | Cooling Tower Return Piping Quote |

**COOPERATIVE SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
B2B DIRECT SALES, INC.
D/B/A
THE HVAC COMPANY**

THIS COOPERATIVE SERVICES AGREEMENT (this “Agreement”) is entered into upon execution, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and B2B Direct Sales, Inc., an Arizona corporation (the “Vendor”) d/b/a The HVAC Company.

RECITALS

A. After a competitive procurement process (RFP # 220-001) with the City of Tempe (“City”), B2B Direct Sales, Inc. d/b/a The HVAC Co. entered into Contract No. T22-001-29, dated January 14, 2022, as amended (collectively, the “City Contract”) for the Vendor to provide “Trade Services” for the Town chiller return pipe modification project (“Project”). A copy of the City Contract is incorporated herein by reference attached hereto as Exhibit A, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the City Contract, at its discretion and with the agreement of the awarded Vendor, and the City Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the City Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide “Trade Services” (the “Materials and Services”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date of execution and attested to by the Town Clerk pursuant to Section 3-3-31 of the Town Code, and shall remain in full force and effect until the Project completion as determined by the Town.

2. Scope of Work. Vendor shall provide to the Town the Services under the terms and conditions of the City Contract and according to the specifications set forth in the Vendor’s Proposal attached hereto as Exhibit B and incorporated herein by reference.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the City Contract will be held at Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Vendor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Services into compliance and withhold the cost of same from any payments due to the Vendor.

2.2 Cancellation. The Town reserves the right to cancel any work order within a reasonable time after issuance. Should a work order be canceled, the Town agrees to reimburse the Vendor, but only for actual and documentable costs incurred by the Vendor due to and after issuance of the work order. The Town will not reimburse the Vendor for any costs incurred after receipt of the Town notice of cancellation, or for lost profits, shipment of product prior to issuance of a work order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay Vendor an amount not to exceed \$189,633.21 (of which \$17,239.38 are contingency funds) for the Materials and Services at the rates set forth in the City Contract and as more particularly set forth in Exhibit B.

4. Payments. The Town shall pay the Vendor monthly (and the Vendor shall invoice monthly), based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the City Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the City Contract will be subject to rejection and may be returned. All invoices and statements shall be emailed to accountspayable@fountainhillsaz.gov. Town Finance will not disburse any payments to Vendors without a valid business license, as applicable.

5. Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under Section 6 below, Vendor's and its subcontractors' books,

records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the Town to audit Records as set forth in this Section, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

7. Israel. Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

8. China. Pursuant to and in compliance with A.R.S. § 35-394, Vendor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Vendor will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Vendor also hereby agrees to indemnify and hold harmless the Town, its officials, employees, and agents from any claims or causes of action relating to the Town's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in defending such as action.

9. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

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

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and

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

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the City Contract, invoices, and the Proposal, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the City Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the City Contract shall not alter such terms and conditions or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. Rights and Privileges. To the extent provided under the City Contract, the Town shall be afforded all of the rights and privileges afforded to City and shall be the "City" (as defined in the City Contract) for the purposes of the portions of the City Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the City to the extent provided under the City Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance. In any event, the Vendor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

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

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

If to the Town: Town of Fountain Hills
 16705 E. Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Rachael Goodwin, Town Manager

With Copy to: Town of Fountain Hills
 16705 E. Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Town Attorney

If to Vendor: B2B Direct Sales, Inc., d/b/a The HVAC Company
 3120 W. Carefree Highway, Ste.1817
 Phoenix, Arizona 85086
 Attn: James Hoover

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

[SIGNATURES APPEAR ON FOLLOWING PAGES]

“Town”
TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

FOR THE TOWN OF FOUNTAIN HILLS:

Town Manager

ATTESTED TO:

Town Clerk



APPROVED AS TO FORM:

Town Attorney

FOR THE CONTRACTOR:

By:

Name _____

Title: _____

EXHIBIT A
TO
COOPERATIVE SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
B2B DIRECT SALES, INC.
D/B/A
THE HVAC COMPANY

[City Contract]

See following pages.

Contract Renewal & Modification Notice

Contract Number T22-001-29
Contract Description Trade Services

Date October 16, 2024

99790

B2B Direct Sales, Inc. dba The HVAC Company

James Hoover

3120 W Carefree Hwy, Ste 1817

Phoenix, AZ 85086

Renewal Information

Beginning January 14, 2025

Ending January 13, 2026

Renewal 1 of 3

Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

If the contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

B2B Direct Sales, Inc. dba The HAVC Company certifies that it is not currently engaged in, and agrees for the duration of this Contact/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be completed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Procurement Officer Eric Kraenzle

480-350-8548

eric_kraenzle@tempe.gov

Procurement Specialist Elaine Ngai

480-350-8618

elaine_ngai@tempe.gov

To Be Completed and Signed By B2B Direct Sales, Inc. dba The HVAC Company

Contract Number T22-001-29
Contract Description Trade Services

Contractor's Name B2B Direct Sales, Inc. dba The HVAC Company
Contractor's Mailing Address 3120 W Carefree Hwy, Ste 1817 Phoenix, AZ 85086

Printed name of person signing James Hoover, President
Phone Number 602-565-0518
email Address james@thehvacompany.net

Contractor's Authorized Signature  12-05-2024
Date

City of Tempe Contract Renewal Acceptance

Eric Kraenzle
[Eric Kraenzle \(Jan 24, 2025 09:13 MST\)](#)
Eric Kraenzle Date
Procurement Officer

Michael Greene
[Michael Greene \(Jan 24, 2025 09:56 MST\)](#)
Michael Greene, CPM, CPPO Date
Procurement Administrator

New pricing effective January 14, 2025

Group 15 – HVAC; Maintenance and Repair, New, Install

Repair and retrofitting of HVAC equipment (A/C units, coolers, pre-coolers, furnaces, etc.). To include oil and natural gas burner malfunctions and flameouts, oil valve replacements, repair leaking pipes, repair/replace heat pumps, duct work repairs, and system diagnostics. Includes Low Temperature Refrigeration repairs and maintenance.

Pricing – HVAC; Maintenance and Repair, New, Install					
	Provide your firms job title(s) and hourly rate(s) below				
	Journeyman	Helper			
Weekdays- Straight Time	\$95.00	\$72.00	\$	\$	\$
Markup on direct cost of parts and materials			25%		

Contract Award Notice

Financial Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281



Contract Number: T22-001-29
Description: Trade Services

Issue Date: 01/14/2022

99790

B2B Direct Sales, Inc. dba The HVAC Company

James Hoover

3120 W. Carefree Hwy, Ste 1817

Phoenix, AZ 85086

Phone Number: 480-687-8081

Cell Number: 602-565-0518

Email Address: james@thehvacompany.net

Award Period

Beginning: 01/14/2022

Ending: 01/13/2025

Potential Renewals: Single three-year renewal

This Contract Award Notice is issued for the purchase of goods, materials and/or services as requested by the above noted solicitation/contract number. The contract shall remain in effect as noted in the award period block unless extended, renewed or canceled per terms and conditions of the solicitation.

It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current.

Please note that your City of Tempe contract number should appear on all shipping documents, invoices and statements.

Invoices are to be sent directly to the requesting department.

Award Information

Item	Description	Cost
1.	Group 15 – HVAC; Maintenance and Repair, New, Install	
	*See attached Pricing Sheet	

Eric Kraenzle

Eric Kraenzle (Jan 14, 2022 16:30 MST)

Eric Kraenzle, C.P.M.

Procurement Officer

Michael Greene

Michael Greene (Jan 20, 2022 17:10 MST)

Michael Greene, C.P.M., CPPO

Procurement Administrator

All terms and conditions of this Award Document are per the City's Solicitation Document

THIS IS NOT A PURCHASE ORDER

Group 15 – HVAC; Maintenance and Repair, New, Install

Repair and retrofitting of HVAC equipment (A/C units, coolers, pre-coolers, furnaces, etc.). To include oil and natural gas burner malfunctions and flameouts, oil valve replacements, repair leaking pipes, repair/replace heat pumps, duct work repairs, and system diagnostics. Includes Low Temperature Refrigeration repairs and maintenance.

Pricing – HVAC; Maintenance and Repair, New, Install					
	Provide your firms job title(s) and hourly rate(s) below				
	Journeyman	Helper			
Weekdays- Straight Time	\$74.00	\$62.00	\$	\$	\$
Markup on direct cost of parts and materials			25%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	

Contract Modification Notice

Financial Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281



Contract Number: T22-001-29
Description: Trade Services

Issue Date: 04/06/2023

99790

B2B Direct Sales, Inc. dba The HVAC Company

James Hoover

3120 W. Carefree Hwy, Ste 1817

Phoenix, AZ 85086

Office: 480-687-8081

Mobile: 602-565-0518

Email: james@thehvaccompany.net

Effective Date

Beginning: 04/06/2023

This Contract Modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the current expiration date unless extended or canceled per terms and conditions of the above referenced contract.

Contract Modification Information:

Price Increase Journeyman hourly rate was \$74.00 / hour

Item	Description	Cost
01	Journeyman Weekdays-Strait Time	\$ 85.00 / hour
Note	Markup on direct costs of parts and materials remains 25%	

Contractor Modification Acceptance To Be Completed and Signed by Contractor

Printed Name of Person Signing: James Hoover, President

Phone Number: 602-565-0518

Email Address: james@thehvaccompany.net

Signature: 

City of Tempe Contract Modification Acceptance

Eric Kraenzle

Eric Kraenzle (Apr 6, 2023 16:04 PDT)

Eric Kraenzle, C.P.M.

Procurement Officer

Date

Michael Greene

Michael Greene (Apr 6, 2023 16:06 PDT)

Michael Greene, C.P.M., CPPO

Procurement Administrator

Date

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

Company Name: B2B Direct Sales, Inc. dba The HVAC Company

Company Purchase Order Mailing Address:

Street Address: 3120 W Carefree Hwy, Ste 1817

City, State, Zip: Phoenix, AZ 85086

Contact Person: James Hoover Phone Number: 480-687-8081

E-mail Address: james@thehvacompany.net Cell Number: 602-565-0518

Remit to Information

Company Name (as it appears on invoice): The HVAC Company

Company Payment Remit to Address:

Street Address: 3120 W Carefree Hwy, Ste 1817

City, State, Zip: Phoenix, AZ 85086

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.:

The HVAC Company is based in Tempe. It appears a Tempe TPT is not required for service companies, however, we would certainly obtain it if required by the City of Tempe.

Payment Options

Will your company accept the City's Master Card for payment?

Yes



No

☐

Will your company accept Payment via ACH (Automated Clearing House) for payment?

Yes



No

☐

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.



Signature of Authorized Offer

James Hoover

Print or Type Name of Authorized Individual

September 28, 2021

Date

President

Title of Authorized Individual

Proposal Questionnaire

“Return this Section with your Response”

Questionnaire responses and supporting documentation provided will be used to evaluate the proposal. In order to evaluate an Offeror's overall experience and competence to perform the Scope of Work described herein, the City may rely on additional resources beyond the information provided.

	Question	Response
1	Provide the address of the facility that will provide services to the City of Tempe.	1750 S Los Feliz Drive, Ste 111 Tempe, AZ 85281
2	Describe your company and its history – include years in business. Please include your current capacity and your firm's staffing strategy to support the City of Tempe.	See Exhibit A Pg 64-2
3	Please provide contact information for the primary account representative and a backup contact for the City of Tempe. - Contact Name - Phone Number - Cell Phone Number - e-mail address	Provide contact information below James Hoover; 480-687-8081; 602-565-0518; james@thehvacompany.net Donnie Craft; 480-687-8081; 480-594-1877; jimmy@thehvacompany.net
4	Can you provide services to the City 24-hour per day?	Yes - currently operate 24/7/365
	a If so, provide your 24-hour phone number.	480-687-8081
5	Please ensure you have completed the List of Group Categories found on page 26 and 27 with your valid, State of Arizona contractors' licenses applicable to each Trade Group. A copy of each license must be included with your response.	See Exhibit A Pg 64-5
6	If submitting for repair and maintenance of historic buildings and structures – provide complete information about your specialization in this area and the procedures you would follow to ensure compliance with guideline in this area.	N/A
7	Do you intend to utilize sub-contractors?	No, we self-perform all HVAC service work including Controls.
	a If yes, provide name and contract information to right	N/A
8	Will you comply with or exceed the two-year warranty provision as requested by the City?	Yes
	a What warranty will you provide?	2-Year
9	Do you agree to the Terms and Conditions of this RFP?	Yes
	a If No, explain to right	N/A
10	List three (3) governmental or corporate references for which you currently provide similar services. - Organization/Firm Name - Contact Name - Phone Number - Brief description of work preformed	Provide Reference Information Below ASU Steven Palombo 623-688-7209 HVAC equipment repair & replacement CBRE Corey Thissell 623-687-1028 HVAC equipment PM, repair & replacement The Salvation Army Maj Darren Stratton 530-592-9006 HVAC equipment PM, repair & replacement
11	Describe the experience your firm has in providing the trade service groups being offered.	See Exhibit A Pg 64-11

Proposal Questionnaire

“Return this Section with your Response”

12	Indicate your workers compensation experience modifier (E-Mod). Provide E-Mod rate for the most recent three (3) years.	2020: 1.00 E-Mod 2021: 1.00 E-Mod
13	Discuss your methodology in maintaining a safe work environment.	Exhibit A Pg 65-13
14	Describe your quality control process.	Exhibit A Pg 65-14



The HVAC Company

A Mechanical Services Contractor 

1750 S Los Feliz Drive, Suite 111
Tempe, AZ 85281
(480) 687-8081

EXHIBIT A

City of Tempe

RFP# 22-001 | Trade Services – Response

Pg 64-2: Company History

The HVAC Company is a “DBA” under B2B Direct Sales, Inc. which is a local, Arizona S-Corp based in Tempe and started in October of 2012. The company operated as a sales consultancy developing new business for a few select HVAC and General contractors in Arizona.

In June of 2020, The HVAC Company was created and licensed (CR-39) as a Commercial HVAC Service Contractor, led by (3) key management-owners:

James Hoover – Sales & Accounting/Finance

Tim Mishler – Operations | Project Management | Qualifying Party

Jimmy “Donnie” Craft – Operations | Service Management & Controls

The HVAC Company operates as a true commercial HVAC service contractor supporting 24/7 repair, PM services and equipment replacement/retrofit projects including controls. We are 100% committed to commercial HVAC service and controls – NO construction, residential or other trades. Commercial HVAC service only.

Current Staffing Capacity & Strategy

We started in June 2020 with Tim Mishler and (1) F250 service truck; as of September 2021 we operate a fleet of (11) F250s with a strategically qualified and diverse team of technicians built to provide commercial HVAC service only – 24/7 repair, PM service and equipment replacement/retrofit.

Within 6 months we put in place full benefits including comprehensive health insurance, training and PTO that exceeds the state and federal guidelines. Our technicians drive new F250’s, are paid weekly at or above their respective scale and operate successfully in a team environment supported by highly experienced, owner-management. Our technicians are expected to complete their projects, repairs, and maintenance with minimal supervision, carry an emphasis on safety and provide clean, timely reports and required documentation. All of these workplace attributes creates a highly desired opportunity for quality service technicians working in Arizona.

Talent acquisition is not a problem for us - we have qualified service technicians coming to The HVAC Company for a stable and better workplace. Current service team includes:

(7) Field Technicians

(2) Field Supervisors

(1) Dispatcher/Office Management

(2) Field & Operations Management-Owners

(1) Sales & Accounting/Finance Management-Owner

EXHIBIT A

City of Tempe

RFP# 22-001 | Trade Services – Response

Pg 64-11: Experience Providing Commercial HVAC Services

James Hoover – Sales & Accounting/Finance Management-Owner

- 9 Years leading business development for two Arizona commercial HVAC contractors.
- Personally sold and managed over \$35MM in commercial projects, repairs and PM work with all brands and types of HVAC equipment – roof top, chiller systems, air distribution and central plants.
- Acquired and managed public contracts with City of Goodyear, City of Phoenix, ASU and other public entities.

Tim Mishler – Operations | Project Management-Owner

- 23 years in the HVAC industry with customers in the Government, Education, Healthcare, Retail, Telecommunications, Manufacturing, Hospitality, Housing, Food Preparation, and other sectors.
- 14 years supervising service and project teams in the Phoenix Metro area performing work across the entire state of Arizona including Tucson as well as the Las Vegas / Henderson area.
- Extensive experience servicing and installing DX, chilled water, and low temp equipment, as well as critical environment, process, and manufacturing equipment.

Jimmy “Donnie” Craft – Operations /Controls| Service Management -Owner

- 30 years in the HVAC industry including 20+ years working for major manufacturers. Experience in applied mechanical, unitary and controls. Experience in industries such as, oil, hospital, municipality and education.
- Involved in multiple startup operations from small service operations to multi-million dollar cold-start operations.
- Adjunct instructor and advisory board member for the HVACV program at Maricopa Community College.

Some of our HVAC team service and experience highlights:

- We receive constant and numerous compliments from our clients regarding our professional staff and quality workmanship.
- Our largest building under HVAC management is approx. 1 million square feet with (43) rooftop AC units, (83) large UMP coolers and (44) exhaust fans inspected and serviced quarterly.
- We currently service over (45) PM contracts covering chiller plants, fluid cooler systems and all types of unitary/rooftop HVAC equipment.
- The HVAC Company is the preferred/only controls sub-contractor for Carrier/Sigler in Arizona providing startup and controls troubleshooting services.
- Our HVAC service experience is grounded in a few key industry sectors:
 - **Property Management** – CBRE, Cushman & Wakefield, JLL, Kidder Mathews, Optima Sonoran (high-end, mid-rise mixed use) in downtown Scottsdale and more.
 - **Corporate** – Google/Waymo, Hilton, Regal Cinemas, Medical plazas and more.
 - **Government** – City of Goodyear, City of Phoenix, ASU (Tempe, Polytech & West), Maricopa Community College District and more.

EXHIBIT A

City of Tempe

RFP# 22-001 | Trade Services – Response

Pg 65-13: Maintaining a Safe Work Environment

The HVAC Companies methodology in maintaining a safe work environment is safety first. We have monthly safety meetings with topics ranging from fall prevention to confined space. Safety is a culture within The HVAC Company. Each employee of the company can stop work on any project and has the backing of all owners and management in doing so. We strive to offer the safest place to work and put our clients' and employees' safety above all else.

Pg 65-14: Quality Control Process

The HVAC Company quality control process includes following the systems and procedures in place, as outlined below, to support our goal of total customer satisfaction and continuous improvement throughout our business operations:

- regular gathering and monitoring of customer feedback.
- a customer complaints procedure.
- selection and performance monitoring of suppliers against set criteria.
- training and development for our employees.
- regular audit of our internal processes.
- measurable quality objectives which reflect our business goals.
- management reviews of audit results, customer feedback and complaints.

Specifications

“Return this Section with your Response”

Listing of Trade Services Groups

Following is a listing of the Trade Services Groups for which the City intends to establish contracts. Please place an **X** in the boxes for which you intend to submit your pricing proposal and indicate the appropriate AROC License Numbers.

Group	Description	Submitting for this Group	AROC License Number(s)
1	Asphalt Patch and Repairs (small jobs only)		
2	Bird Control		
3	Building Envelope Sealing		
4	Concrete: Repair, Sealing and Polishing		
5	Doors and Gates: Repairs, Maintenance, New; Access controls		
6	Electrical - General		
7	Electrical - Emergency Power		
8	Electrical - High Voltage		
9	Fencing (wooden, new, repair, temporary)		
10	Flooring: Tile, Terrazzo and Marble Repairs, including Re-grouting; Wooden floors (including gym) – new, repair, refinish. Carpet, new installation		
11	General Carpentry & Repair Work (non-construction)		
12	Glazier		
13	Hauling and Backhoe (skid steer) Services		
14	Herbicides and Weed Control		
15	HVAC; Maintenance and Repair, New install	X	329140 / CR-39
16	Job Site Cleanup		
17	Landscape, Irrigation and Drip System Maintenance and Repairs		
18	Lighting Installation		
19	Masonry - Repair and Maintenance (block wall repair)		
20	Metal/Plastic Assembly Fabrication Services		
21	Painting, Coatings, Wall coverings & Repair		
22	Plumbing		
23	Pressure Washing - Exterior		
24	Restoration/Rehabilitations of Historic Buildings or Structures		
25	Rodent Control (mice, roof rats, sewer rats)		
26	Roofing Repair Work		
27	Small Engine – Tool Repair (weed eater, chainsaws, blower, lawnmower, electrical and gas, etc.)		
28	Solar Panel Inspection, Maintenance, Repair		
29	Storage / Temporary Storage Units		
30	Water Remediation and Repairs		

Specifications

“Return this Section with your Response”

31	Welding & Fabricating		
32	Window Cleaning Services		
33	Window Tinting (Exterior / Interior) and Exterior Window Coverings		
34	Window Treatments (Interior) Covering and Room Dividers, Blinds		

The below specifications are illustrative of the services to be required for each Trade Group and are not meant to be all inclusive of every service.

Pricing

Quoted pricing must contain all charges including, but not limited to, standard equipment and tools generally associated with the trade group handling, billing, delivery, hazardous materials fee, travel time, wait time, etc., for work at locations within the City of Tempe, or in close proximity to the city borders. The City will **not** pay fuel surcharges.

The pricing sheets are 'generic' in nature and may request information that is not applicable to the services you offer. Please complete as much information as necessary for your firm.

Submission of Offer

You only need to return the Pricing & Specifications pages for which you are offering in addition to the requirements noted on page 69 with your proposal.

STATE OF ARIZONA

License No. ROC 329140

Office of the Registrar of Contractors

This is to certify that:

B2B DIRECT SALES, INC.

DBA (if any)

The HVAC Company

*Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,
is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of*

CR-39 Air Conditioning and Refrigeration

*Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors in my office, City of
Phoenix, on June 3, 2020*



DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

Pricing & Specifications

Group 15 – HVAC; Maintenance and Repair, New, Install

Return this Section with your Response only if you are offering these services

Repair and retrofitting of HVAC equipment (A/C units, coolers, pre-coolers, furnaces, etc.). To include oil and natural gas burner malfunctions and flameouts, oil valve replacements, repair leaking pipes, repair/replace heat pumps, duct work repairs, and system diagnostics. Includes Low Temperature Refrigeration repairs and maintenance.

Pricing – HVAC; Maintenance and Repair, New, Install					
	Provide your firms job title(s) and hourly rate(s) below				
	Journeyman	Helper			
Weekdays- Straight Time	\$ 74.00	\$ 62.00	\$	\$	\$
Markup on direct cost of parts and materials			25 %		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

“Return this Section with your Response”

* Applicable Tax X % [X - The applicable tax rate will depend on the job location and the date executed.]

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.**

Less prompt payments discount terms of n/a % days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

Invoices shall include:

1. Line item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax;
4. Payment Terms;
5. Purchase Order Number;
6. Name of selling organization clearly stated on invoice along with address;
7. Phone number and or e-mail address for contact person to clarify invoicing questions;

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:

Yesenia Lored-Flores
Carlene Foster
Vacant

Letters A – H and Numbers
Letters I – Z
General AP Inquiries and AP Checks

Anti-Discrimination Policy



COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy or complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

_____ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;

X

Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

Anti-Discrimination Policy



Only complete this document if you have 14 or less employees.

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE

CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

☒ I hereby certify The HVAC Company (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).



Signature

Date: September 27, 2021

James Hoover

Print Name

President

Title

The HVAC Company

Company

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Issue Date: | September 8, 2021

This addendum will modify and/or clarify:

Solicitation No.: | RFP 22-001

and is

Addendum No.: | #1

Procurement Description: | Trade Services

The Proposal Due Date and Opening Time remain unchanged at **Septemeber 29, 2021 at 3:00 P.M.**, (Arizona Local Time).

The City is hereby adding scope to Group 28 – Solar Panel Systems – Inspection, Maintenance and Repair
Adding City of Scottsdale Statement of Work

City of Scottsdale (This addendum contains embedded files)

A. BACKGROUND AND SYSTEMS TO BE REPAIRED AND MAINTAINED

1. Rooftop PV systems

The City owns thirteen solar PV systems located on thirteen separate City buildings.

Fire Station 601
Airport Business Center
WestWorld Restrooms 7
Lost Dog Wash Park Restroom
Fire Station 602
Gateway Trailhead Maintenance
McCormick Railroad Park Model Train Bdg.
Fire Station 608
Doc Cavaliere Park Restroom
Thunderbird Park and Ride
Tom's Thumb Trailhead
Appaloosa Library

The City has caused an initial condition assessment to be performed on twelve of its existing thirteen PV systems. The results of this assessment are attached as Attachment A. In addition, Attachment B gives information regarding each system.

2. Solar Street Lighting

The City recently added eight (8) hardscape Road Markers with specialty lighting locating from just north of Thomas road to just south of Roosevelt Road down the center median of Scottsdale Road in Scottsdale. These include the lighting in the marker, solar panel, pole and batteries. A photo of the lights is included as Attachment C.

Additional similar lighting may be added in the future.

3. Solar thermal

The City has one existing non-functional solar thermal system for domestic hot water. It is located at Fire Station 602, 7522 E. Indian School Road, Scottsdale, AZ 85251.

4. Future Solar Systems

The City is considering adding solar bus stop lighting systems, solar charging stations, solar drinking fountains and potentially other solar-related systems in the future. Maintenance for these systems may be added to this scope of work in the future.

B. SCOPE OF WORK

1. Initial Work

Perform a condition assessment for the City PV system located at Thunderbird Park and Ride located at 13665 N. Scottsdale Road, Scottsdale AZ 85254 and provide an Inspection Report within 30 days of inspection completion.

Repair the City's thirteen existing PV systems based upon the condition assessment Inspection Reports.

2. On-Going Work

2.1 Annual inspections of PV and/or solar thermal systems:

PV systems –

Physical inspection including:

- Visual inspection of site and all equipment, including check for shading, debris, tagging, animal damage, fence damage, evidence of intrusion, corrosion, burn spots, discoloration, vegetation interference with system operation, hanging wires, etc.
- Determine if any panels need washing to remove soil, bird droppings, etc.
- Verify all system grounding connections and continuity of grounding system
- Check all component connections for tightness; sample check for proper torque
- Check all overcurrent protection devices
- Check for proper operation of data acquisition system components (if present)
- Review entire installation for NEC compliance
- Verify all labels are still in place and are NEC code-compliant
- Check for signs of leaks or condensation (hot water systems only)
- Check all roof penetrations to assure complete seal maintained.
- Test all switches to assure none are jammed

Inverter testing:

- Check nominal current and open circuit voltage for each DC string
- Check total DC current and DC bus voltage for all strings
- Check AC current and voltage for inverter AC output
- Check total AC watts produced as read from inverter display. Compare with metered output for variance
- Check total DC watts produced as measured or calculated
- Conduct shutdown/startup test done to assure inverter will timely restart after shutdown
- Check and clean as necessary all filters; remove any dust from cabinet
- Verify door interlock operations and closure per manufacturer's specs
- Verify proper fan/cooling operation (if applicable)

Hot water systems-

- Verify hot water production and circulation; record temperature output
- Verify switch operation (Delta T or PV)
- If monitored, check and record annual production
- Determine if any breaks in insulation on rooftop, especially at 90' bends
- Check specific gravity of glycol (if applicable)

- Check panels for pinhole leak indications
- Determine if any conflicts with recirc system

Contractor shall specifically include the above steps in the annual inspections along with any other steps necessary to maintenance and retro-commissioning of similar systems. Contractor shall provide a checklist of such steps in a format similar to that in Attachment D.

2.2 Annual inspection of other systems under contract.

Work will be done pursuant to an approved checklist. This will be charged on a lump sum basis per system.

2.3 Repair and re-commissioning of systems on an on-going basis

Work will be done pursuant to approved checklist and/or work order. This will be charged at an hourly basis plus materials.

2.4 On-call repair

This will be charged per approved hourly rates plus materials.

2.5 Reports

An annual Inspection Report shall be provided describing what actions need to be performed to repair and/or retro-commission each system. The Inspection Report will become the property of the City.

The City expects that the Inspection Report(s) will be provided within 30 days of completion of the inspection(s).

3. Additional Work

Evaluation and recommendation for installation of web-based monitoring systems on the PV systems. Such systems should include a real-time dashboard.

The City may choose to install monitoring systems under a separate Work Order under this Contract.

Please ensure that you sign and submit this addendum by the solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

B2B Direct Sales, Inc. dba The HVAC Company

Name of Company

james@thehvacompany.net

Email Address

Tempe, AZ 85281

City

State Zip

James Hoover | President

By – Name and Title (Please Print)

602-565-0518

Telephone



Authorized Signature

City of Scottsdale Attachment A – Existing Solar Systems & Locations



City of Scottsdale Attachment B – Individual System Information Condition Assessments

Please contact the procurement officer if you need the condition assessments. The total file size is 30MBs

An example of the condition assessment is included herein as an embedded file.



Airport Business
Center.pdf



McCormick Railroad
Park.pdf



Lost Dog Wash
Park Restrooms.pdf



Gateway Trailhead
Maintenance Buildir



Fire Station 608.pdf



Fire Station 602.pdf



Fire Station 601.pdf



Cavalliere Park.pdf



Browns Ranch
Trailhead.pdf



Appaloosa
Library.pdf



Westworld
Restrooms.pdf

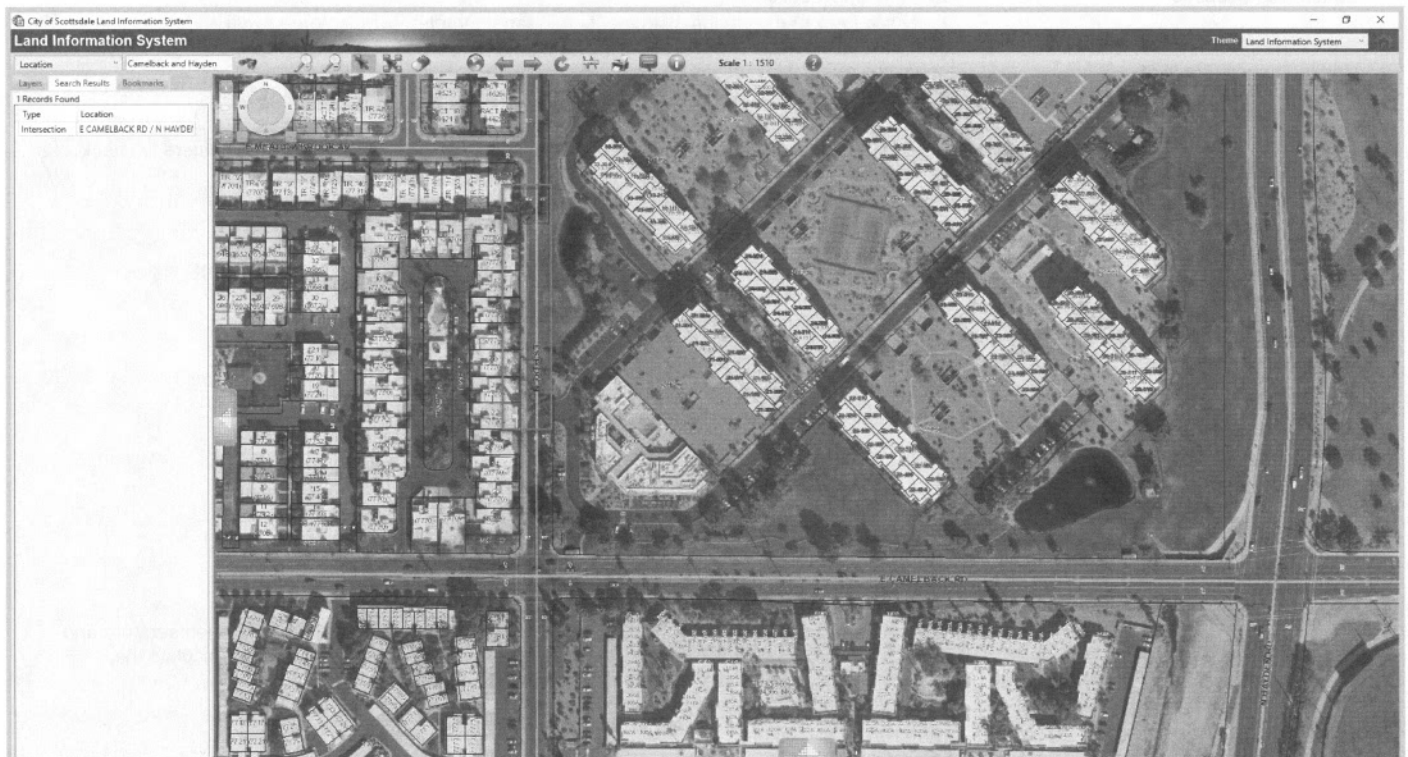


Tom's Thumb
Trailhead.pdf

City of Scottsdale Attachment C – Solar Hardscape



City of Scottsdale Camelback north of Hayden at 78th Street Installation Location



City of Scottsdale Attachment D – Sample Inspection Checklist

Standard Scope Of Work	
Inspection Items	
Service Name	Service Description
Manufacturer-specific recommendations	Perform all manufacturer-specific recommendations to maintain warranty
Ballast block inspection	Inspect ballast blocks, including broken, missing, or improperly installed blocks
Racking equipment inspection	Inspect for oxidation, corrosion, loose bolts/nuts, clamps, parts, etc
Grounding inspection	Inspect grounding
Array inspection	Check the PV modules for damage or debris. Include glass face, frame, cells, j-box, back sheet, etc. Report any damage to rack and damaged modules for warranty replacement. Note location and serial number of questionable modules.
Hot-spot inspection	Use infrared camera to inspect for hot spots, bypass diode failure
Module torque inspection	PV module visual inspection and spot torque check
Combiner box physical inspection	Check for water incursion, corrosion damage, debris, rust, or pests.
Combiner box electrical inspection	Open each combiner box and check that no fuses have blown and that all electrical connections are tight. Inspect cabling, fuse holders, and fuses for discoloration, signs of arcing, damaged plastic, defects, open circuits, and ground faults. Use an infrared camera to check connections.
Cable inspection	Inspect cabling for signs of cracks, defects, UV damage, pulling out of connections, touching sharp edges, or being improperly secured; overheating, arcing, short or open circuits, and ground faults. Use an infrared camera to check connections.
DC disconnect switch inspection	Check proper position of DC disconnect switches. Check for signs of water intrusion, rust, corrosion, etc.
Electrical box inspection	Inspect electrical boxes for corrosion or intrusion of water or insects. Seal boxes if required. Check position of disconnect switches and breakers.
AC disconnect box inspection	Verify there are no signs of water intrusion, rust, or mineral deposits. Ensure there is no damage or potential damage to the breaker panels, including circuit breakers and cable insulation. Use an infrared camera to check connections.
Protection device inspection	Exercise operation of all protection devices.
Switchgear inspection	Switchgear inspection
Monitoring Instrument inspection	Verify accuracy of monitoring instruments (e.g. anemometer, pyranometers) with hand-held instruments to ensure that they are operational and within specifications. Also check mountings and cables for signs of damage or wear.
Racking torque inspection	Inspect racking and spot check for torque specification
Physical inverter inspection	Check conduit fittings, inverter covers, racking and mounting. Inspect inverter housing or shelter for physical maintenance required if present. Use an infrared camera to check connections.
Electrical room inspection	Inspect electrical room (if applicable) and note any issues impacting the solar PV system
Signage and Labeling	Inspect placards and labels to ensure readability, weatherization
Safety inspection	Confirm location and readiness of fire extinguisher, other safety equipment
Service	
Combiner box torque check	Spot check connections for torque specification
Clean/replace air filters	Inspect air filters, clean or replace as necessary
Dust cleaning from heat rejection fins	Clean (vacuum) dust from heat rejection fins
Check/replace transient voltage surge suppress	Check/replace transient voltage surge suppression devices
AC connection torque check	Verify cables and connections inside inverter AC disconnects are not showing damage and spot torque check
Weather sensor inspection	Verify accuracy of weather sensors and meters
Check/replace dessicant	Check dessicant and replace if necessary
Testing	
Module electrical connection testing	PV module electrical connection check
Performance testing	Perform performance test: measure incident sunlight and simultaneously observe temperature and energy output. Calculate PV module efficiency as a function of temperature and calculate the balance-of-system efficiency. Compare readings with diagnostic benchmark (original efficiency of system).
IV-curve testing	Conduct an IV curve traces (specify % of strings)
Overvoltage surge suppressor testing	Test overvoltage surge suppressors in inverter

		Verify that all ground connections to inverters, electrical boxes, conduits, and racking system are corrosion free, and functioning properly. Spot torque check. Measure currents on ground cables and test for ground faults.
Ground fault tests		
Site Photos		Take 3-5 nice pictures of the array for the cover photo of the report

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Issue Date: | 09/29/2021

This addendum will modify and/or clarify:

Solicitation No.: | 22-001

and is

Addendum No.: | #2

Procurement Description: | Trade Services

Please be advised that the due date has changed to **October 5, 2021 at 3:00 p.m.** (Local Arizona Time).

Please ensure that you sign and submit this addendum by the solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

B2B Direct Sales, Inc. dba The HVAC Company

Name of Company

james@thehvaccompany.net

Email Address

Tempe, AZ 85281

City

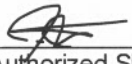
State Zip

James Hoover | President

By – Name and Title (Please Print)

602-565-05618

Telephone


Authorized Signature

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Issue Date: | 10/05/2021

This addendum will modify and/or clarify:

Solicitation No.: | 22-001

and is

Addendum No.: | #3

Procurement Description: | Trade Services

Please be advised that the due date has changed to **October 12, 2021 at 3:00 p.m.** (Local Arizona Time).

Please ensure that you sign and submit this addendum by the solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

B2B Direct Sales, Inc. dba The HVAC Company

Name of Company

james@thehvacompany.net

Email Address

Tempe, AZ

85281

City

State

Zip

James Hoover | President

By – Name and Title (Please Print)

602-565-0518

Telephone

Authorized Signature

Supplier Sustainability Questionnaire

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit <https://www.tempe.gov/government/sustainable-tempe>.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.

To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
Corporate Sustainable Actions		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	We follow the EPA guidelines around sustainability as close as possible and believe in leaving job sites in a better position to meet Federal and local sustainability measures. https://www.epa.gov/greeningepa/federal-sustainability-requirements-and-guidelines
2.	What is your company doing to be more energy efficient?	We recommend and supply the most energy efficient equipment and material available in the market as well as seek out energy conservation alternatives for our office such as lighting sensors and programmable thermostats.
3.	What is your company doing to reduce greenhouse gas emissions?	We work to help limit green house gases through employee and client awareness and education. EV service trucks will be under consideration once they become practical and readily available.
4.	What is your company doing to reduce waste transferred to landfills?	We employ aggressive recycle and reuse practices where possible at our company offices as well as in the field.
5.	What is your company doing to reduce water waste?	We have installed a variety of water saving devices for current and past clients and offer solutions to reduce water use where applicable as well as strategies for our office such as low water use toilet flush.
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials (<i>such as cleaning products, etc.</i>)?	Where possible, we seek out and use biodegradable / earth-friendly products in the field such as Rydlyme for cleaning water-source HVAC equipment as well as using environmentally safe products at our office.
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	Given the diversity, size and number of suppliers, we are really only successful in requesting certain sustainability practices such as reduced shipping materials and environmentally friendly packaging.
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	Not yet.

Supplier Sustainability Questionnaire

Item	Question	Response
Product Sustainable Attributes		
1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation	We follow the ASHRAE standards for all HVAC equipment and help advise clients based on actual experience in the field.
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate	Yes, much of the HVAC equipment can be and is actively recycled to extent possible upon removal.
3.	Does the product being offered include any recycled materials? If yes, please explain.	This is difficult to answer or quantify for equipment as we deal mostly with newly manufactured. Refrigerant and remanufactured parts would be good examples.
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	We use direct shipping and request environmentally friendly packaging where possible.
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	We request environmentally friendly packaging where possible and practical.
6.	Has the product being offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	With HVAC, certification is handled at the facility level on a building-wide basis and HVAC is only one aspect. Some of the products we provide have a variety of ratings assigned by 3rd parties evaluating our suppliers' products.
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	We strive to do our part and offer or suggest the most energy efficient and environmentally friendly products applicable.

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

Greenhouse Gas Calculators:

<https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references>

Sustainable Packaging:

<https://www.epa.gov/smm/sustainable-packaging>

<https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/containers-and-packaging-product-specific-data>

Cleaning Products:

<https://www.epa.gov/saferchoice>

Tool to Measure and Track your Waste and Recycling:

<http://www.epa.gov/smm/wastewise/measure-progress.htm>

Water Conservation:

<http://water.epa.gov/polwaste/nps/chap3.cfm>



REQUEST FOR PROPOSAL

RFP# 22-001

TRADE SERVICES

RFP ISSUE DATE:

AUGUST 18, 2021

ERIC KRAENZLE, C.P.M.

EMAIL: eric_kraenzle@tempe.gov

PHONE: 480-350-8548

Bids@tempe.gov

Response By:



The HVAC Company
A Mechanical Services Contractor 

James Hoover
President
The HVAC Company
1750 S Los Feliz Drive, Ste 111
Tempe, AZ 85281

Office: (480) 687-8081
Direct: (602) 565-0518
james@thehvacompany.net
www.thehvacompany.net

Package Label

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your proposal.

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

Description		Included √
1.	One signed and completed copy of the Proposal response – only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	✓
a.	Signed and Completed Vendor's Offer Form	✓
2.	Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal. The City's e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above.	✓
3.	Proposal Questionnaire Exhibit A - Included	✓
4.	Specification – List of Trade Services Groups and ROC Numbers	✓
5.	Copies of ROC's CR-39	✓
6.	Pricing and Specifications Section	✓
7.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	✓
8.	If company has 15 or more employees include a copy of its anti-discrimination policy	N/A
9.	Signed Addenda (if applicable) Addendum #1 & #2 & #3	✓
10.	Supplier Sustainability Questionnaire	✓

Alert – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe's Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City's web site per the below link:

<https://ww2.tempe.gov/bids/>



REQUEST FOR PROPOSAL

RFP# 22-001 TRADE SERVICES

RFP ISSUE DATE:
AUGUST 18, 2021

DEADLINE FOR INQUIRIES/QUESTIONS:
SEPTEMBER 8, 2021 AT 5:00 P.M. LOCAL ARIZONA TIME

RFP DUE DATE AND TIME:
SEPTEMBER 29, 2021, 3:00 P.M. LOCAL ARIZONA TIME

ALL INQUIRIES MUST BE DIRECTED TO:
ERIC KRAENZLE, C.P.M.
EMAIL: eric_kraenzle@tempe.gov
PHONE: 480-350-8548

SUBMITTAL LOCATION: Due to the COVID Virus, Tempe will only accept an e-copy of the completed and signed proposal via e-mail to the following address:
[**Bids@tempe.gov**](mailto:Bids@tempe.gov)

No hard copy proposals will be accepted at this time.

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General Instructions

Failure to follow these instructions may result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer.
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation addendums shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason. Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation.
- E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, if applicable.

2. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

- A. "City" means the municipal corporation of the City of Tempe, Arizona.
- B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
- C. "Contract" means the agreement for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions.
- D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
- E. "Offer" means a written offer to furnish goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.
- G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
- H. "Purchase Order" means a document issued by the Procurement Office directing the Contractor to deliver the goods, equipment, materials, software, maintenance, contracted services, professional services or concessions. to the City.
- I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services or concessions.

General Instructions

3. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.
4. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing (preferably via e-mail), identifying the appropriate Request for Proposal's number, page and paragraph at issue. **PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions.** Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted within the designated timeframe noted on the front page of the solicitation. Those questions received after the designated date may be considered at the sole discretion of the Procurement Officer. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.
5. **Proposal Conference:** If a proposal conference is scheduled, Offerors are strongly encouraged to attend to seek clarification on any aspects of the documents that are not clear or questions that might pertain the specifications or scope of work published. There are times when attendance at a proposal conference is mandatory and those conferences shall be specially noted when applicable.
6. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.
7. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection. For all addenda published, the City will send electronic notification to those companies who have downloaded the solicitation from the City's web site. If a company receives the solicitation via a third- party plan holder organization, it will be the responsibility of the company to download the solicitation from the City's web site to ensure that their company is included on any forthcoming addenda notification.
8. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
9. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate Contract, maintenance agreement or training agreement) intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the Procurement Office.
10. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought-after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate" and described in full detail within the proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

General Instructions

11. **Questionnaire:** Offeror must complete the Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a proposal.

12. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for best and final offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

- A. Determine in greater detail such Offeror's qualifications;
- B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
- D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

13. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection, except where the City has determined that specific portions of the proposal are confidential.

14. **Technical Proposal Opening:** Technical proposals (as received in step one of a two-step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

15. **Proposal Evaluation and Award:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth herein. Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to reject any and all proposals.

General Instructions

16. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the Procurement Office. Unless this Request for Proposal includes separate Contract document(s) or requires the Offeror to submit a Contract for review, a Contract shall be formed when the Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All terms and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
17. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until the Contract is awarded. After award of Contract, an appointment may be made with the Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (http://documents.tempe.gov/sirepub/?sort=meet_date).
18. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the Procurement Office will post award recommendations on the City Clerks website at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and web site for public review (www.tempe.gov/procurement). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
19. **Delivery:** All materials, equipment and/or products shall be delivered F.O.B. Destination to the City of Tempe Per the location identified in the solicitation.
20. **Tax:** Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid to the City of Tempe (1.8%) is considered a pass-through cost, calculated as zero (\$0) expense when comparing pricing among competing companies that are not located in Tempe. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at salestax@tempe.gov
21. **Payment:** For a single requirement purchase, the City will endeavor to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will endeavor to remit payment within thirty (30) calendar days from approval of invoice.
22. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
23. **Payment by City Procurement Card:** The Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Vendor's Offer Page in this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

General Instructions

24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of Public Record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.
26. **Late Responses:** The Offeror assumes responsibility for having the Proposal submitted on time via e-mail to the address shown on the front page of this RFP. Any Offers received after the Solicitation Due Date and Time shall not be considered and will be returned to the Offeror. The Offeror assumes the risk of any delay in the electronic processing of the supplier's e-mail through both parties (Supplier and City) networks. Offerors must allow adequate time to ensure that the e-mail is timely received by the City at the designated e-mail address. All times referenced are Tempe, Arizona local times. Respondents agree to accept the time and date that is recorded on the received e-mail as the official time. Any e-mail submissions that are timed at 3:01 or later on the schedule due date will be considered late and not considered.
27. **Copying Responses:** The Offeror hereby grants the City permission to copy all parts of its Offer including, without limitation, any documents and/or materials copyrighted by the Offeror. The City's right to copy shall be for internal use in the evaluating the Offers.
28. **Confidential Information and Public Record:** After award of a Contract, proposals shall be available for public inspection, except to the extent that the withholding of information is required or permitted by law. Pursuant to A.R.S. § 35-214, and 41-1330 *et seq.*, all records relating to the Request for Proposal and Contract shall be subject to inspection at all reasonable times by the City for five (5) years after completion of the Contract. Such records shall be produced by Bidder or Contractor at the time and place designated by the City.
 - A. If a person believes that an offer or specification contains information that should be withheld as confidential, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears. A general statement of confidentiality that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
 - B. The information identified by the person as confidential shall not be disclosed until the Procurement Office makes a written determination pursuant to A.R.S. § 121, *et seq.*
 - C. If the City determines to disclose the information, the Offeror shall be informed in writing of such determination. Notwithstanding the foregoing, following an award of Contract, all proposal response information shall be available for public inspection.

Standard Terms and Conditions

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes, or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13, 2005-02, and 2010-14 with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", the Offeror certifies:
 - A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.
 - B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the Procurement Officer to demonstrate compliance with TCC section 2-603(5) or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.
 - C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
 - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.
 - E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

Standard Terms and Conditions

- F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
- G. If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Termination for Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511. The City may cancel this Contract within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the City becomes an employee or agent of the Contractor.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written Contract modification issued by the Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the Procurement Office and issuance of an official modification notice.
10. **Contract Administration:** Contractor must notify the designated Procurement Officer from the Procurement Office for guidance or direction on matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

Standard Terms and Conditions

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/business/purchasing/save> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.
12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable along with the correct unit cost. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.
16. **Events of Default and Termination:**
 - A. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from the receipt of the written notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide written notice of the default does not waive any rights under the Agreement. The occurrence of any one or more of the following events shall constitute a material breach of and default under the Contract.
 - i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

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- ii) Any party's failure to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor or City herein, including but not limited to failing to submit any report required herein;
- iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives either party reason to believe that the other party cannot or will not perform to the requirements of the Contract; or,
- iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. In the event the default has not been corrected to the non-defaulting party's satisfaction within the cure time specified, the non-defaulting party, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

- i) Terminate the Contract;
- ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
- iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the project; (b) costs incurred in selecting and retaining a substitute Contractor for the purchase of services, materials and/or work; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

F. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within the time period required, the City may treat this failure as an anticipatory repudiation of the Agreement.

17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

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18. **Force Majeure:**

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- B. Force majeure shall not include the following occurrences:
 - i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
 - ii) Late performance by a subcontractor.
- C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, or caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Standard Terms and Conditions

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.
- B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
23. **Licenses and Permits:** Contractor shall maintain in current status and at its sole expense, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor and the provision of the services to be provided under the Contract.
24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City, which consent may be granted or withheld in City's unfettered discretion.
25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and/or services used to fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the equipment involved. Equipment is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to equipment and system performance, if any, shall be calculated as specified in the Request for Proposal.

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29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions by Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
32. **Public Record:** After award of Contract, proposal responses shall be considered Public Record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-151, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or Procurement Office.
34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent Contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

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38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");
 - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
 - C. Is engaged in activities prohibited in the Order; or,
 - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.
41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
 - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and
 - C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall apply to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

Standard Terms and Conditions

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source.
45. **Ordering Process:** Upon award of a Contract by the Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.
46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms & Conditions and Instructions

Proposals taking exception to Special Terms & Conditions and Instructions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for ninety (90) days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of three (3) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of three (3) additional years. The period for any single renewal increment shall be determined by the Procurement Office. Such increment shall not be for more than a period of three (3) years each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Price Adjustment:**
 - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.
 - B. Price increase requests must be acknowledged in writing by the Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the Procurement Office to ensure the price increase request was received.
 - C. The Contractor shall offer any published price reduction or if applicable to the Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit-sharing price advantage may be offered at any time during the term of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise be given any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
7. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to ensure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

Special Terms & Conditions and Instructions

8. Insurance:

- A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to the Contractor until receipt of all required insurance documents by the Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be on file with the Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the Procurement Office or the award may be rescinded and another Offeror selected for award.

- B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

- i. Minimum Limits of Insurance. Contractor shall maintain the following minimum limits:

a. Commercial General Liability

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance.

Such policy shall contain a "severability of interests" provision.

b. Worker's Compensation

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In cases when services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

Special Terms & Conditions and Instructions

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured: The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- D. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
- E. Primary Coverage: Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.
- F. Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- G. Waiver: The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
- H. Deductible/Retention: The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- I. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
- J. Copies of Policies: The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

Special Terms & Conditions and Instructions

9. **Payments - After Monthly Statement:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of monthly itemized statement, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.
10. **Confined Space Work:** The Contractor shall comply with all applicable federal, state, local health and safety regulations, ordinances, and requirements. In addition, the following requirements are applicable for City construction projects. The Contractor shall implement a permit-required confined space program as specified under 29 CFR 1910.146 for all work that encompasses a space that 1) is large enough and so configured that an employee can bodily enter and perform assigned work; 2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and 3) is not designed for continuous employee occupancy.
11. **Conduct and Dress Code:** The Contractor's employees shall maintain proper conduct at all times while on City property. Employees shall maintain a professional demeanor and show respect to other personnel at the work site. Employees will be dressed appropriately for the work with badges or uniforms that identify them as employees of the Contractor.
12. **Protection and Restoration of Property and Landscape:** The Contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The Contractor's responsibility will not be released until the project has been completed and accepted.

If damage is caused by the Contractor, the Contractor shall restore at no cost to the City, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City has inspected the corrected damage or injury and has signed-off the completion and acceptance. Contractor shall not dump spoils or waste material on private or public property without first obtaining from the owner written permission for such dumping.
13. **Responsibility for Work:** The Contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective Contract obligation is completed and accepted by the City. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City. Partial payment for any completed portion of work shall not release the Contractor from such responsibility.
14. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City sites.
15. **Sub-Contractor(s):** The City reserves the right to approve all sub-contractors. Contractor is responsible for all actions of sub-contractors. Contractor shall name sub-contractors as additionally insured, in addition to the City on all required insurance documents.
16. **Safety Apparel Used by Contractor Employees/Staff:** Contractor's employees/staff shall be required to wear safety apparel (i.e., eye, ear, face, protection, etc.) and appropriate clothing like long pants, long sleeve shirts, when using landscape equipment such as, but not limited to lawnmowers, blowers, weed whackers, etc. Monitoring of safe work performance will be performed by City staff.
17. **Use of Safety Vests and Orange Colored Shirts:** The Contractor will follow the City code on the use of high visibility vests and clothing as specified below: The Tempe City Code addresses this matter in Section 29-4. Working within right-of-way
 - (a) For the purposes of this section, the following words or phrases shall have the meanings respectively ascribed to them by this subsection:

Special Terms & Conditions and Instructions

- 1) Motor vehicle means any vehicle required to be licensed or registered under the laws of the state.
- 2) Protective devices include, but are not limited to, orange vest (daytime), reflectorized orange vest (nighttime), traffic cones, barricades, flashing lights, flares and any other traffic-control device as required by the City.
- 3) Right-of-way means all of that property used as a traveled portion of public roadways for motor vehicles lying between the exterior boundary lines of any area granted to or received by the City by grant, gift, easement, deed, dedication or operation of law for street purposes.

Worker means any person whose duties cause his presence in the right-of-way.

- (a) No person shall perform any work within the right-of-way until he is properly equipped with protective devices.
- (b) Any person violating any of the provisions of this section shall be guilty of a misdemeanor and punishable as set forth in subsection 1-7 of this code.
- (c) Following are a list of circumstances relative to the use of orange vests and/or orange shirts:
 - 1) According to the City Code, orange shirts are acceptable for daytime use providing the color is still bright and crisp. It is up to each supervisor to determine whether the color is still appropriate or not.
 - 2) Orange shirts are not recommended for those who are qualified and certified to direct traffic. Those who have received training to manually direct traffic from the Tempe Police Department are called Manual Traffic Directors. When directing traffic, orange vests are required for higher visibility. This also applies to certified flaggers at flagger stations. These persons do not direct traffic in the roadway. They are off the traveled portion of the roadway, behind barricading and stationary at an identified flagger station. However, vests and hardhats are required for higher visibility.
 - 3) Reflectorized vests, that meet ANSI standards, are to be worn when performing any work-related activity within the public right-of-way during the hours from dusk to dawn (sunset to sunrise). The current City approved vests meet the current ANSI standards.
- (e) These requirements apply to all persons; City personnel (including the police and fire department), contractors, utility companies and any subcontractor or employee hired to perform work within public right-of-way. Keep in mind that public right-of-way includes, not only the roadway itself, but also the sidewalk and usually 3 feet to 8 feet or more of landscape area behind the sidewalk.
- (f) Just a note for supervisors or foremen who may be visiting a job site for just a few minutes or more, to talk with fellow coworkers: An orange shirt or vest is required when one exits their vehicle, depending on the time of day.

18. **Manual Traffic Directors:** If your department is in need of manual traffic directors, it is imperative that such training be made available. Otherwise, the only other approved means for directing traffic is by using a uniformed police officer, preferably one who is off-duty and has been scheduled to accompany your work. Some examples where manual traffic directors will be required are as follows:

- (a) To assist in getting construction equipment in and out of a job site adjacent to the traveled portion of the roadway.
- (b) To direct traffic during a water main break, a hazardous waste spill, or any other emergency.
- (c) May be used in place of police officers that are mandatory whenever manual control of traffic is necessary and such control cannot be done by flaggers from the edge of the roadway.

Special Terms & Conditions and Instructions

19. **Traffic Operations on Roadways/Thoroughfares:** Any and all work carried out on adjacent roadways and thoroughfares will use the appropriate traffic barricading as set forth in the City of Phoenix TRAFFIC BARRICADE MANUAL published by the Street Transportation Department as adopted by the City of Tempe. Any and all pruning operations must comply with the safety standards set forth in ANSI 133. 1. All traffic control and lane closures shall be presented as a written plan to City of Tempe Traffic Engineering (480-350-8219) of the Transportation Division.

Short term operations are allowed under Chapter 9 of the City of Phoenix Traffic Barricade Manual; however, the City of Tempe has revised this policy to allow for short duration work up to thirty (30) minutes.

Non-compliance of any safety or related items within this Contract will result in a deficiency of performance deduction of a minimum of \$100 from the City payment made to the Contractor.

Scope of Work

The City of Tempe is issuing this Request for Proposal to establish three-year contracts with three one-year renewal options for 'Trade Services' as required for routine repair, maintenance and minor upgrading of City facilities, or to properties as requested by the City. The scope of resulting contracts does not cover 'construction' as defined by City Procurement Code –§ 26A-1.

Construction means the process of building, altering, repairing, improving or demolishing any public structure of building, or other public improvements of any kind to any public real property. Construction does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property. Procurement responsibility for construction and related architectural and engineering services are delegated to the director directing the activities of the public works department and set apart from the procurement of goods and services.

The services requested in this Request for Proposal will be used, when necessary, to supplement the City's work force or to perform work for which the City does not have appropriate personnel. These services are performed on a daily basis and usage of the contracts is expected to be frequent – projected spending for resulting contracts are expected to approach \$5,000,000 annually.

The City of Tempe intends to award approximately three contractors for each Trade Services group. The City reserves the right to award a single contractor or multiple contractors in any group.

All work is expected to meet or exceed industry standards.

Job Quote

The City will require a detailed quote from vendors when a job is requested. This quote shall include all labor hours, cost of materials (included any markups) and estimated time for completion of work - the cost for labor and markup for materials shall not exceed those quoted in this RFP. The utilizing department will evaluate the quotes obtained from awarded vendors within the applicable Trade Services group and award to the firm presenting the lowest cost that is in compliance with job specifications and specified completion time.

Billing

All billed services shall not exceed rates established by this offer and resulting contract. Hourly rates submitted in your bid shall be inclusive. Quoted pricing must contain all costs including, but not limited to, standard equipment and tools generally associated with the trade group, handling, billing, delivery, hazardous materials fee, travel time, wait time, etc., for work at locations within the City of Tempe, or in close proximity to the city borders. The City will **not** pay fuel surcharges.

All billing invoices must show, at a minimum:

- Breakdown of labor hours by trade and rate (calculated for regular, OT, etc.) – rates cannot exceed bid pricing
- A brief description of job
- Substantiation of work time on site (City will not pay travel or wait time and other expenses detailed in this RFP)
- Backup for cost of materials – markup cannot exceed bid quoted percentage

Expenses for permits and inspections required by the City shall be billed at actual cost.

Any required parts and materials shall be billed at Contractor's cost plus the markup included in the bid. If the Contractor obtains parts and materials from a source in which the Contractor has a direct or indirect interest, no additional markup shall be billed.

Provide a copy of a billing invoice with your submittal – the committee will review to ensure compliance with inclusion of required information.

Scope of Work

Licensing

All contractors must have the appropriate Arizona Contractor's Licenses for each Trade Group for which they submit an offer.

License must be active and current by the due date of this Request for Proposal.

A copy of each license must be submitted with response.

Permits

Contractor must secure all permits required by the City prior to the commencement of work.

Background Investigations

Prior to work at some facility, Contractor's employees may be required to pass a background investigation – including fingerprinting, state and federal criminal records checks potentially including, driver's license record, current warrants check, current/past credit history check from all three credit national bureaus, and substance abuse screening.

Workmanship

All work shall be completed in a high quality, workman-like manner as recognized in the trade industry and by the published Standards of Arizona Register of Contractors. Incomplete and unprofessional work will not be paid for until all deficiencies are corrected, inspected and approved by the City. If a contractor does not comply and correct all deficiencies according to Industry Standards, they will not receive any future work under this contract.

Warranty

The City prefers that all workmanship be warranted for a minimum of two-years.

Codes

All trades must comply with current applicable codes.

All applicable OSHA regulations must be followed.

All plumbing shall be in accordance to the International Association of Plumbing and Mechanical Officials Uniform Plumbing Code.

All electrical shall be in accordance to the National Electrical Code of the National Fire Protection Association.

Storage

When necessary, the contractor(s) must provide storage facilities for all materials and/or equipment to be used in the work. Any portion of the right-of-way and easements not required for public travel may be used for storage purposes when approved by the ordering City department.

Materials furnished by the City

The City may choose to supply needed materials, in part or in total, to reduce costs.

Materials furnished by the City of Tempe will be delivered, or made available, to the contractor(s) when necessary. The contractor(s) will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages which may occur after such acceptance.

Subcontractors

If the contractor intends to subcontract any portion of this contract, the Contractor must identify the subcontractor by firm name, address, contract person, telephone number and project function.

Scope of Work

The contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the City of Tempe.

The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposed in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass through the costs to the City, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

Contractor's Responsibility for Work

The contractor(s) shall take every reasonable precaution necessary to properly guard and protect all finished or partially finished work against damage or injury from the elements or any other cause, until the entire portion of their respective contract obligation is completed and accepted by the City of Tempe. The contractor(s) shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City of Tempe. Partial payment for any completed portion of work shall not release the contractor(s) from such responsibility.

Methods and Equipment

The contractor(s) shall at all times, employ sufficient labor and equipment for completing the classes of work requested in the RFP to full completion in the manner and time required by the specifications.

All assigned workers shall be competent and have sufficient skill, knowledge and experience in the class of work and in the operation of equipment/tools required to perform all work properly and satisfactory.

Any employee assigned by the contractor(s) or any sub-contractor(s), who, in the opinion of the City of Tempe ordering department, does not perform their work in a proper and skillful manner, or is intemperate or disorderly, shall, at the written request of the City of Tempe, be removed from the work by the contractor(s) or sub-contractor(s) employing such persons. These persons shall not be assigned again in any City work without prior written approval by the City of Tempe. The contractor(s), or sub-contractor(s), shall hold the City of Tempe harmless from damages or claims for compensation that may occur in the enforcement, of this section. All persons employed under this contract must read and understand the English language.

All equipment that is proposed to be used on the job shall be of sufficient size and in such mechanical condition as to meet the requirements of this work and to produce a safe and satisfactory quality of work. Equipment used on any portion of the project shall be such that it will not damage property adjacent to this work area.

Electrical Work

The Contractor shall comply with all applicable federal, state, and local safety and health regulations, ordinances, and requirements. The Contractor shall comply with Occupational Safety and Health Administration regulations specified in 29 CFR 1926 Subpart K - Electrical, 29 CFR 1910 Subpart S - Electrical, and 29 CFR 1910.147 The Control of Hazardous Energy (Lockout/Tagout). In addition, the Contractor shall follow industry electrical safety requirements detailed in NFPA 70E, Standard for Electrical Safety in the Workplace.

The Contractor shall provide, upon request, a copy of its energy control procedures, energized electrical work permits, written safety and health program, or any required employee training records or certificates.

Specifications

“Return this Section with your Response”

Listing of Trade Services Groups

Following is a listing of the Trade Services Groups for which the City intends to establish contracts. Please place an **X** in the boxes for which you intend to submit your pricing proposal and indicate the appropriate AROC License Numbers.

Group	Description	Submitting for this Group	AROC License Number(s)
1	Asphalt Patch and Repairs (small jobs only)		
2	Bird Control		
3	Building Envelope Sealing		
4	Concrete: Repair, Sealing and Polishing		
5	Doors and Gates: Repairs, Maintenance, New; Access controls		
6	Electrical - General		
7	Electrical - Emergency Power		
8	Electrical - High Voltage		
9	Fencing (wooden, new, repair, temporary)		
10	Flooring: Tile, Terrazzo and Marble Repairs, including Re-grouting; Wooden floors (including gym) – new, repair, refinish. Carpet, new installation		
11	General Carpentry & Repair Work (non-construction)		
12	Glazier		
13	Hauling and Backhoe (skid steer) Services		
14	Herbicides and Weed Control		
15	HVAC; Maintenance and Repair, New install		
16	Job Site Cleanup		
17	Landscape, Irrigation and Drip System Maintenance and Repairs		
18	Lighting Installation		
19	Masonry - Repair and Maintenance (block wall repair)		
20	Metal/Plastic Assembly Fabrication Services		
21	Painting, Coatings, Wall coverings & Repair		
22	Plumbing		
23	Pressure Washing - Exterior		
24	Restoration/Rehabilitations of Historic Buildings or Structures		
25	Rodent Control (mice, roof rats, sewer rats)		
26	Roofing Repair Work		
27	Small Engine – Tool Repair (weed eater, chainsaws, blower, lawnmower, electrical and gas, etc.)		
28	Solar Panel Inspection, Maintenance, Repair		
29	Storage / Temporary Storage Units		
30	Water Remediation and Repairs		

Specifications

“Return this Section with your Response”

31	Welding & Fabricating		
32	Window Cleaning Services		
33	Window Tinting (Exterior / Interior) and Exterior Window Coverings		
34	Window Treatments (Interior) Covering and Room Dividers, Blinds		

The below specifications are illustrative of the services to be required for each Trade Group and are not meant to be all inclusive of every service.

Pricing

Quoted pricing must contain all charges including, but not limited to, standard equipment and tools generally associated with the trade group handling, billing, delivery, hazardous materials fee, travel time, wait time, etc., for work at locations within the City of Tempe, or in close proximity to the city borders. The City will **not** pay fuel surcharges.

The pricing sheets are 'generic' in nature and may request information that is not applicable to the services you offer. Please complete as much information as necessary for your firm.

Submission of Offer

You only need to return the Pricing & Specifications pages for which you are offering in addition to the requirements noted on page 69 with your proposal.

Pricing & Specifications

Trade Services - Group Pricing

Group 1 – Asphalt Patch and Repairs (small jobs only)

This group is for routine repairs and maintenance of asphalt surfaces.

Return this Section with your Response only if you are offering these services

Service Offered	Minimum size of repair you will perform

Pricing – Asphalt Repairs (small jobs only)					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 2 – Bird Control

Return this Section with your Response only if you are offering these services

For this category the City is seeking contractors to provide bird control netting and spikes to the exterior portions of buildings or structures.

Pricing – Bird Control					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Parts (netting, etc) Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
Bird netting per square foot	\$	
Bird spikes per linear foot	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 3 – Building Envelope Sealing

Return this Section with your Response only if you are offering these services

Pricing – Building Envelope Sealing					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Firms shall indicate the type of building envelope sealing services they can provide

Describe sealing services offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 4 – Concrete: Repair, Sealing and Polishing

Return this Section with your Response only if you are offering these services

Coating, sealing, waterproofing, crack repair, expansion joint repair & grinding.

Pricing – Concrete Repair, Sealing, Polishing					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 5 – Doors and Gates: Repairs, Maintenance, New; Access controls

Return this Section with your Response only if you are offering these services

Installation, repair, and maintenance of all types of doors, automatic or security access doors, gates and overhead doors.

Section	Submitting for this Section (yes/no)
Install Doors	
Automatic doors – install and repair	
Automatic gates – install and repair	
Low energy ADA doors	
Overhead doors – install, repairs and routine maintenance	

Pricing – Doors & Gates					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 6 – Electrical – General

Return this Section with your Response only if you are offering these services

Maintain/repair/replace/install electrical wiring, switches, receptacles, fixtures, motors, panel boards, branch circuit breakers/main disconnects & other power control devices, etc., in 110v, 120v, 208v, 220v, 240v, 480v, 2 and 3 phase work as needed. Diagnosis/correct electrical overloads or other unsafe conditions. Test circuits for continuity and proper load balance. Other maintenance/repairs/replacements/installations of equipment of a general nature.

All work must be performed in strict accordance to the latest edition of the National Electrical Code by a licensed electrician.

Pricing – Electrical - General					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 7 – Electrical – Emergency Power

Return this Section with your Response only if you are offering these services

Provide power for onsite emergency situations, power outages, emergency power and connection services. May be portable lighting, back up lighting, generators, etc.

All work must be performed in strict accordance to the latest edition of the National Electrical Code by a licensed electrician.

Pricing – Electrical – Emergency Power					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Equipment Discounts Offered for Lighting assemblies		
	Manufacturer	Discount Offered
		%
		%
		%

Equipment Discounts Offered for Generators		
	Manufacturer	Discount Offered
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 8 - Electrical - High Voltage

Return this Section with your Response only if you are offering these services

Awarded contractor must be able to support extensive communication structures. Contractor shall be able to bend large pipe, install large conductors with A/C and D/C voltages exceeding 480 volts.

Must be fully capable of working in right of way and have traffic control and barricade plan.

Pricing – Electrical (High Voltage)					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 9 – Fencing (wooden, new, repair, temporary)

Return this Section with your Response only if you are offering these services

Installation, repair of permanent / temporary fencing needs.
(see Group #19 for Masonry Repairs and Maintenance for block wall)

Pricing – Fencing (wooden, new, repair, temporary)					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Available Products

List all manufacturers for which you offer produces and available discount – list all manufacturers even if no discount is offered

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Pricing & Specifications

Group 10 – Flooring: Tile, Terrazzo and Marble Repairs, including Re-grouting; Wooden floors (including gym) – new, repair, refinish. Carpet, new installation / cleaning*. (specifically state which types of flooring you are bidding)

Return this Section with your Response only if you are offering these services

Installs ceramic tile, terrazzo and/or marble using construction industry standards for various applications, i.e. thin set adhesives, cement grout beds, epoxy setting methods, etc. Examine specifications and drawings to determine dimensions of structures, lay out functional components using measuring instruments such as tapes, levels, squares, etc.

Pricing – Tile, Terrazzo and Marble Repairs – including Re-grouting, Wooden floors (including gym) (new/refinish/repair); Carpet, new installation/cleaning (see flooring selection options below)					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Types Of Flooring		
	Flooring, new, repair, refinish	Submitting for this type of flooring
	Tile, Marble	
	Terrazzo	
	Wooden	
	Carpet	
	Gym Flooring	

*This cleaning is not intended for daily, weekly custodial cleaning. This is cleaning of job site after new installation, repair, refinish and maintenance of flooring.

Pricing & Specifications

Group 11 – General Carpentry & Repair Work (non-construction)

Return this Section with your Response only if you are offering these services

Removal and replacement of wood and metal doors; removal, replacement, or repair of indoor and outdoor trim and moldings; rough carpentry/framing of partitions with wood/metal studs; detail and finish work; decks and railings, etc. Small office renovations and other building repairs of a general nature. Installation and repair of acoustical ceiling tiles and wall panels.

Pricing – General Carpentry & Repair Work					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 12 - Glazier

Return this Section with your Response only if you are offering these services

Installation of glass doors, windows and store fronts. Marks outline or pattern on glass and cuts glass using glasscutter. Breaks off excess glass by hand or with notched tool. Fastens glass panes into wood or metal sash with glazier's points and spreads smooth putty or sealant around edge of panes to seal joint. Installs mirrors or structural glass on building fronts, wall ceilings or tales using mastic, screws, or decorative molding. Bolts metal hinges, handles, locks or other prefabricated glasses doors or windows. Sets glass doors into frame and fits hinges. May press plastic adhesive film to glass with tinting solution to prevent light glare. May install stained glass, shower panels or doors.

Pricing – Glazier					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 13 – Hauling and Backhoe (skid steer) Services

Return this Section with your Response only if you are offering these services

All hourly rates must include equipment, operator, mileage, mobilization fees, etc.

Jobs under this group are expected to be smaller jobs. For example, movement of sand from one location to another.

Pricing – Hauling and Backhoe (skid steer) Services					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Specified Services		
Service	Cost	Unit
Backhoe		Hour
Skid Steer		Hour
Mini Excavator		Hour
Screener		Hour
Dump Truck – 0 to 5 CY		Hour
Dump Truck – 6 to 10 CY		Hour
Dump Truck – Over 10 CY		Hour

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 14 – Herbicides and Weed Control

Return this Section with your Response only if you are offering these services

Application of herbicides, to control weed growth, on rights-of-way and/or storm drainage easements. Must apply herbicide per manufacturer's specifications. All herbicide applications shall be inspected by a City representative to determine successfulness of the application. All herbicide applications shall be visually identifiable via spray indicator dye. Contractor shall use a State of Arizona Commercial Licensed Herbicide Applicator. **A copy of the license must be included with response.** Contractor shall have on staff a State of Arizona – Registrar of Contractors Qualifying Party. **A copy of QP license must be submitted with response**

Vegetation Management services shall include clearing and grubbing unwanted vegetation, brush mowing, and stump grinding in City rights-of-way or storm drainage easements. Locations include improved and unimproved rights-of-way, alleys, vacant lots, drainage easements, retentions basins, City streets, City facilities, and various associated areas throughout the City.

Contractor shall provide all equipment, materials, supplies, and personnel necessary to provide landscape maintenance and weed control services. Contractor shall be responsible for compliance with all federal, state, and local laws, regulations, statutes, codes, permits, etc. Contractor shall follow all City of Tempe, County, State, Federal, and OSHA rules and regulations pertaining to work being performed.

Pricing – Herbicides and Weed Control					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials				%	

Herbicide Product Costs		
	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 15 – HVAC; Maintenance and Repair, New, Install

Return this Section with your Response only if you are offering these services

Repair and retrofitting of HVAC equipment (A/C units, coolers, pre-coolers, furnaces, etc.). To include oil and natural gas burner malfunctions and flameouts, oil valve replacements, repair leaking pipes, repair/replace heat pumps, duct work repairs, and system diagnostics. Includes Low Temperature Refrigeration repairs and maintenance.

Pricing – HVAC; Maintenance and Repair, New, Install					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 16 – Job Site Cleanup

Return this Section with your Response only if you are offering these services

This specialty is specific to cleaning services related to unusual situations and is intended to be used only when unusual circumstances exist, general clean up might include clean-up of an area after construction type work, etc.

It is expected that all materials typically utilized in these service categories be included in the hourly cost submitted.

Pricing – Job Site Cleanup					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 17 – Landscape, Irrigation and Drip System Maintenance and Repairs

Return this Section with your Response only if you are offering these services

Pricing – Landscape, Irrigation and Drip System Maintenance and repairs					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 18 – Lighting Installation

Return this Section with your Response only if you are offering these services

Installation of City provided lighting fixtures. Pricing is to include labor and, if required, bucket truck.

This work will primarily be for the replacement of street-light assemblies. This category may also provide for the installation of interior building lighting fixtures. The City will provide the lighting fixtures.

All work must be performed in strict accordance to the latest edition of the National Electrical Code by a licensed electrician.

Pricing – Light Installation					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Overtime, weekends, holidays, etc	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 19 – Masonry - Repairs and Maintenance (including Block Wall)

Return this Section with your Response only if you are offering these services

Repair and finishing of all vertical block, bricks, stucco work used in buildings. Includes block fencing that borders alleys. Includes pavers. Includes painting, mortar and texturing.

Pricing – Masonry- Repairs and Maintenance (including Block Wall)					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 20 – Metal/Plastic Fabrication Services

Return this Section with your Response only if you are offering these services

Fabrication may be based on drawings, duplication of a provide assembly, or from on-site measurements made by submitting firm.

Category	Submitting For this Category	Description of Services Offered
Metal Fabrication		
Plastic Fabrication		

Pricing – Metal/Plastic Fabrication Work					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 21 – Painting, Coatings, Wall covering & Repair

Return this Section with your Response only if you are offering these services

Patching, priming and painting of interior and exterior walls/trim and metalwork, etc. Removal of old paint, rust removal via sanding, wire-brushing, etc. Repair/replacement of vinyl cove base. Wall preparation for wallcovering. Removal of existing wallcovering. Patch & size wall, if necessary. Install new wallcovering.

Pricing – Painting/Wallcovering & Repair					
	Provide your firm's job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 22 - Plumbing

Return this Section with your Response only if you are offering these services

Installation, alteration and repair of all piping, fixtures and appliances related to water supply, venting and sanitary drainage systems. Repair plumbing leaks in toilets, sinks, and piping. Replace plumbing traps. Repair/replace roof drains. Repair/replace pumps and motors associated with plumbing systems, etc.

Sewer and drain clean out, grease trap pumping and maintenance, interceptor pumping, septic tank pumping sewer line maintenance, lift station clean out, toilet and urinal cleanout and repair, root treatment, line jetting,

Pricing – Plumbing					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Overtime/Weekends	\$	\$	\$	\$	\$
Holidays	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service	Cost	Unit

Pricing & Specifications

Group 23 – Pressure Washing - Exterior

Return this Section with your Response only if you are offering these services

Pressure washing may include street, sidewalk, exterior building facades, garbage enclosures, etc.

Pricing – Pressure Washing - Exterior					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Weekend Hours	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 24 – Restoration / Rehabilitation of Historic Buildings or Structures

Return this Section with your Response only if you are offering these services

Firms must possess a thorough knowledge of the requirement pertaining to repair and maintenance work on historic buildings. A contractor applying in this group must be able to provide evidence of their qualification to meet the stringent requirements for repair and maintenance of historic buildings.

- The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.
- A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
- Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

Pricing – Restoration / Rehabilitation of Historic Buildings or Structures					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 25 – Rodent Control (mice, roof rats, sewer rats)

Return this Section with your Response only if you are offering these services

Pricing – Rodent Control (mice, roof rats, sewer rats)					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Weekends/Overtime	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 26 – Roofing Repair Work

Return this Section with your Response only if you are offering these services

Repair and finishing of tiles, composition, rolled, built-up and membrane systems. To include underlayment and support repairs. Maximum response time of 24 hours required.

Additionally, pricing is being requested for analysis of roofing problems to determine cause of leak and extend of repairs.

Pricing – Roofing Repair Work					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Overtime Rate	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Roofing Analysis	Cost	Unit
Thermal Testing	\$	
Testing for Leaks	\$	
Other available services for analysis		
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 27 – Small Engine – Tool Repair (weed eater, chainsaws, blower, lawnmower, electrical and gas, etc.)

Return this Section with your Response only if you are offering these services

Repairs include small engine items like weed eater, chainsaws, lawnmowers, leaf blowers (electrical and gas)

Pricing – Small Engine / Tool Repair					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service	Cost	Unit

Pricing & Specifications

Group 28 – Solar Panel Systems - Inspection, Maintenance and Repair

Return this Section with your Response only if you are offering these services

The City of Tempe, coupled with The City of Mesa are seeking contractors to inspect, maintain, and repair existing City-owned solar panel systems.

City of Tempe Systems

- **Fire Station 7 – 8607 S. McClintock - Date installed: 12/1/2019**
 - Solar carport, behind fire station; fixed mount
 - 21.46 kW DC
 - Panels are Solarworld SWA 295; 233.6 Watt modules (48)
 - Inverter is Fronius Symo
- **East Valley Bus & Operations Maintenance Facility (EVBOM) – 2050 W Rio Salado Parkway – Date installed: 2/1/2013**
 - Solar structure/roof above EVBOM guard shack
 - 13 kW DC
 - Kyocera 245W panels
 - Inverter type unknown
- **Tempe Beach Park – 80 W. Rio Salado Parkway - Date installed: 4/1/2011**
 - Solar structure/ ramada over picnic area, next to baseball field
 - 10kW DC
 - Microinverters are attached to solar panels; solar panels & microinverter types unknown
 - system is currently not working

City of Mesa Systems

- **7808 E. Brown Rd. Date installed: 6/14/2011**
 - Solfocus was originally designed as a site to test cutting-edge photovoltaic technologies. There are six tracking arrays and four static arrays outfitted with Solfocus 850 W/m2 DNI, 20°C Ambient, on-sun panels that total **60 kW**. The arrays are ground-mounted in a field adjacent to Red Mountain Softball Complex.
- **Fire Station 219 – 3361 S. Signal Butte Rd. Date installed: 5/30/2012**
 - Fire Station 219's roof-mounted array is the smallest in the City - **5 kW**. The system is currently not producing kWh and will require repair and ongoing maintenance.
- **Fire Station 220 – 32 S. 58th St. Date installed: 10/1/2012**
 - Fire Station 220's has a roof-mounted **20 kW** array and has been the City's most reliable system since its installation in 2013. The system currently only requires preventative maintenance.
- **Household Hazardous Materials Facility – 2412 N. Center St. Date installed: 9/1/2018**
 - The Household Hazardous Materials Facility is roof-mounted **18.2 kW** array and is the City's most recent installation. The system currently only requires preventative maintenance.

Pricing & Specifications

Group 28 – Solar Panel Systems - Inspection, Maintenance and Repair *(continued)*

Return this Section with your Response only if you are offering these services

Pricing – Labor hour – Solar Panel Systems - Inspection / Maintenance and Repair					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure to include inspection of solar system if capable of pricing on flat rate per system.	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Please State the Recommended Inspection Frequency (monthly, quarterly, semi-annually, etc)	
--	--

Pricing & Specifications

Group 29 – Storage / Temporary Storage Units

Return this Section with your Response only if you are offering these services

Temporary storage units delivered to City property. All temporary storage units must have ability to be locked and secured. Some leveling of the unit may be required as needed.

Offsite commercial storage facilities may be considered.

Pricing – Labor Rate (pick up – delivery) temporary units					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Sizes and Cost of delivered temporary storage unit				
Indicate size (L x W x H)	Daily Cost	Weekly Cost	Monthly Cost	Purchase Cost
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$

Sizes and Cost of offsite commercial storage unit		
Indicate size (L x W x H)	Monthly Cost	Location
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 30 – Water Remediation and Repairs

Return this Section with your Response only if you are offering these services

This group provides for clean-up from water damage. Some of the requested services are to include:

- 24-hour emergency response
- Water extraction
- Water dehumidification
- Deodorization
- Removal of debris

Pricing – Water Remediation and Repairs					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Weekend/Overtime	\$	\$	\$	\$	\$
Holidays	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
Mobilization	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 31 – Welding & Fabricating

Return this Section with your Response only if you are offering these services

The performance of welding techniques by the use of processes common to the industry, including general on-site job layout, cutting, and assembly.

Pricing – Welding & Fabricating					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 32 – Window Cleaning Services

Return this Section with your Response only if you are offering these services

Interior and exterior window cleaning services. Will include multi story buildings.

Pricing – Window Cleaning Services					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 33 – Window Tinting (Exterior / Interior) and Exterior Window Coverings

Return this Section with your Response only if you are offering these services

Installation, repair and supply of all light/heat control tinting and coverings.

The City goals are:

- Filter, diffuse or block light
- Reduce solar heat gain
- Reduce glare
- Filter or block UV rays (specify what percent of blockage)
- Block solar energy
- Increase energy efficiency

Pricing – Window Tinting (Exterior / Interior) and Exterior Window Coverings					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Available Products

List all manufacturers for which you offer produces and available discount – list all manufacturers even if no discount is offered

Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Other Services Offered		
	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

Group 34 – Window Treatments (Interior) Covering and Room Dividers, Blinds

Return this Section with your Response only if you are offering these services

Installation, repair and supply of interior window treatments and dividers.

This category may include interior window tinting, blinds, drapes, etc.

Pricing – Window Treatments (Interior) Covering and Room Dividers, Blinds					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Available Products

List all manufacturers for which you offer products and available discount – list all manufacturers even if no discount is offered.

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Pricing & Specifications

“Return this Section with your Response”

* Applicable Tax ____ %

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.**

Less prompt payments discount terms of __ % __ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

Invoices shall include:

1. Line item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax;
4. Payment Terms;
5. Purchase Order Number;
6. Name of selling organization clearly stated on invoice along with address;
7. Phone number and or e-mail address for contact person to clarify invoicing questions;

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:

Yesenia Loreda-Flores
Carlene Foster
Vacant

Letters A – H and Numbers
Letters I – Z
General AP Inquiries and AP Checks

Proposal Questionnaire

“Return this Section with your Response”

Questionnaire responses and supporting documentation provided will be used to evaluate the proposal. In order to evaluate an Offeror's overall experience and competence to perform the Scope of Work described herein, the City may rely on additional resources beyond the information provided.

	Question	Response
1	Provide the address of the facility that will provide services to the City of Tempe.	
2	Describe your company and its history – include years in business. Please include your current capacity and your firm's staffing strategy to support the City of Tempe.	
3	Please provide contact information for the primary account representative and a backup contact for the City of Tempe. • Contact Name • Phone Number • Cell Phone Number • e-mail address	Some suppliers provided more pricing on services and additional categories than what we asked for – what do we put on contract? Evaluation committee discussion Provide contact information below
4	Can you provide services to the City 24-hour per day?	Noted on spreadsheet
a	If so, provide your 24-hour phone number.	
5	Please ensure you have completed the List of Group Categories found on page 26 and 27 with your valid, State of Arizona contractors' licenses applicable to each Trade Group. A copy of each license must be included with your response.	Do we want an office admin to call and validate these licenses (are they in good standing, not just active?)
6	If submitting for repair and maintenance of historic buildings and structures – provide complete information about your specialization in this area and the procedures you would follow to ensure compliance with guideline in this area.	Charlie – we need someone from the City that knows historic buildings to participate on this category
7	Do you intend to utilize sub-contractors?	Noted on spreadsheet
a	If yes, provide name and contract information to right	
8	Will you comply with or exceed the two-year warranty provision as requested by the City?	
a	What warranty will you provide?	
9	Do you agree to the Terms and Conditions of this RFP?	Noted on spreadsheet
a	If No, explain to right	
10	List three (3) governmental or corporate references for which you currently provide similar services. • Organization/Firm Name • Contact Name • Phone Number • Brief description of work preformed	Provide Reference Information Below
11	Describe the experience your firm has in providing the trade service groups being offered.	
12	Indicate your workers compensation experience modifier (E-Mod). Provide E-Mod rate for the most recent three (3) years.	

Proposal Questionnaire

“Return this Section with your Response”

13	Discuss your methodology in maintaining a safe work environment.	
14	Describe your quality control process.	

Evaluation Criteria

Proposals will be reviewed by an Evaluation Committee consisting of City staff using the criteria and process outlined below.

Evaluation Process

1. The Procurement Office will verify that all proposals meet the requirements to be considered responsive. Responses that do not comply with any mandatory requirements will be considered non-susceptible for award and not forwarded to the Evaluation Committee for scoring.
2. The Evaluation Committee will review and score all responsive proposals and rank them based on the committee's scores. Any proposals determined to score outside of the competitive range may be removed for non-susceptibility. Remaining Offerors may be invited for interviews, negotiations, site visits and best and final offers as determined at the sole discretion of the City.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

	Award Criteria	Weight	X	Rating	=	Points
1.	Cost (labor, Parts, Discounts, Other)	30	X	_____	=	_____
2.	Firm (Qualifications, Experience, Licensing, References, etc.)	35	X	_____	=	_____
3.	General (Warranty offered, satisfactory billing statement, E-Mod factors)	25	X	_____	=	_____
4.	Overall response to RFP (Quality, Composition and Completeness of response, Acceptance of Terms & Conditions)	10	X	_____	=	_____
				Total	=	_____

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

Scoring

<i>Outstanding</i>	9 - 10
<i>Good</i>	6 - 8
<i>Average</i>	3 - 5
<i>Poor</i>	1 - 2
<i>Not Addressed or Unacceptable</i>	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) x Points Possible = Evaluation Points.

Vendor's Offer

“Return this Section with your Response”

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned “Vendor's Offer”, late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

Company Name: _____

Company Purchase Order Mailing Address:

Street Address: _____

City, State, Zip: _____

Contact Person: _____ Phone Number: _____

E-mail Address: _____ Cell Number: _____

Remit to Information

Company Name (as it appears on invoice): _____

Company Payment Remit to Address:

Street Address: _____

City, State, Zip: _____

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____

Payment Options

Will your company accept the City's Master Card for payment?

Yes

☐

No

☐

Will your company accept Payment via ACH (Automated Clearing House) for payment?

Yes

☐

No

☐

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Signature of Authorized Offer

Date

Print or Type Name of Authorized Individual

Title of Authorized Individual

Anti-Discrimination Policy



COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy or complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

- _____ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;
- _____ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

Anti-Discrimination Policy



Only complete this document if you have 14 or less employees.

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE

CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: _____

Print Name

Title

Company

Supplier Sustainability Questionnaire

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit <https://www.tempe.gov/government/sustainable-tempe>.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.

To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
Corporate Sustainable Actions		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	
2.	What is your company doing to be more energy efficient?	
3.	What is your company doing to reduce greenhouse gas emissions?	
4.	What is your company doing to reduce waste transferred to landfills?	
5.	What is your company doing to reduce water waste?	
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials (<i>such as cleaning products, etc.</i>)?	
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	

Supplier Sustainability Questionnaire

Item	Question	Response
Product Sustainable Attributes		
1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation	
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate	
3.	Does the product being offered include any recycled materials? If yes, please explain.	
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	
6.	Has the product being offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

Greenhouse Gas Calculators:

<https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references>

Sustainable Packaging:

<https://www.epa.gov/smm/sustainable-packaging>

<https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/containers-and-packaging-product-specific-data>

Cleaning Products:

<https://www.epa.gov/saferchoice>

Tool to Measure and Track your Waste and Recycling:

<http://www.epa.gov/smm/wastewise/measure-progress.htm>

Water Conservation:

<http://water.epa.gov/polwaste/nps/chap3.cfm>

Package Label

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your proposal.

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

Description		Included √
1.	One signed and completed copy of the Proposal response – only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	
a.	Signed and Completed Vendor's Offer Form	
2.	Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal. The City's e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above.	
3.	Proposal Questionnaire	
4.	Specification – List of Trade Services Groups and ROC Numbers	
5.	Copies of ROC's	
6.	Pricing and Specifications Section	
7.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	
8.	If company has 15 or more employees include a copy of its anti-discrimination policy	
9.	Signed Addenda (if applicable)	
10.	Supplier Sustainability Questionnaire	

Alert – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe's Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City's web site per the below link:
<https://ww2.tempe.gov/bids/>

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Issue Date: | September 8, 2021

This addendum will modify and/or clarify: Solicitation No.: | RFP 22-001

and is Addendum No.: | #1

Procurement Description: | Trade Services

The Proposal Due Date and Opening Time remain unchanged at **Septemeber 29, 2021 at 3:00 P.M.**, (Arizona Local Time).

The City is hereby adding scope to Group 28 – Solar Panel Systems – Inspection, Maintenance and Repair
Adding City of Scottsdale Statement of Work

City of Scottsdale (This addendum contains embedded files)

A. BACKGROUND AND SYSTEMS TO BE REPAIRED AND MAINTAINED

1. Rooftop PV systems

The City owns thirteen solar PV systems located on thirteen separate City buildings.

Fire Station 601
Airport Business Center
WestWorld Restrooms 7
Lost Dog Wash Park Restroom
Fire Station 602
Gateway Trailhead Maintenance
McCormick Railroad Park Model Train Bdg.
Fire Station 608
Doc Cavaliere Park Restroom
Thunderbird Park and Ride
Tom's Thumb Trailhead
Appaloosa Library

The City has caused an initial condition assessment to be performed on twelve of its existing thirteen PV systems. The results of this assessment are attached as Attachment A. In addition, Attachment B gives information regarding each system.

2. Solar Street Lighting

The City recently added eight (8) hardscape Road Markers with specialty lighting locating from just north of Thomas road to just south of Roosevelt Road down the center median of Scottsdale Road in Scottsdale. These include the lighting in the marker, solar panel, pole and batteries. A photo of the lights is included as Attachment C.

Additional similar lighting may be added in the future.

3. Solar thermal

The City has one existing non-functional solar thermal system for domestic hot water. It is located at Fire Station 602, 7522 E. Indian School Road, Scottsdale, AZ 85251.

4. Future Solar Systems

The City is considering adding solar bus stop lighting systems, solar charging stations, solar drinking fountains and potentially other solar-related systems in the future. Maintenance for these systems may be added to this scope of work in the future.

B. SCOPE OF WORK

1. Initial Work

Perform a condition assessment for the City PV system located at Thunderbird Park and Ride located at 13665 N. Scottsdale Road, Scottsdale AZ 85254 and provide an Inspection Report within 30 days of inspection completion.

Repair the City's thirteen existing PV systems based upon the condition assessment Inspection Reports.

2. On-Going Work

2.1 Annual inspections of PV and/or solar thermal systems:

PV systems –

Physical inspection including:

- Visual inspection of site and all equipment, including check for shading, debris, tagging, animal damage, fence damage, evidence of intrusion, corrosion, burn spots, discoloration, vegetation interference with system operation, hanging wires, etc.
- Determine if any panels need washing to remove soil, bird droppings, etc.
- Verify all system grounding connections and continuity of grounding system
- Check all component connections for tightness; sample check for proper torque
- Check all overcurrent protection devices
- Check for proper operation of data acquisition system components (if present)
- Review entire installation for NEC compliance
- Verify all labels are still in place and are NEC code-compliant
- Check for signs of leaks or condensation (hot water systems only)
- Check all roof penetrations to assure complete seal maintained.
- Test all switches to assure none are jammed

Inverter testing:

- Check nominal current and open circuit voltage for each DC string
- Check total DC current and DC bus voltage for all strings
- Check AC current and voltage for inverter AC output
- Check total AC watts produced as read from inverter display. Compare with metered output for variance
- Check total DC watts produced as measured or calculated
- Conduct shutdown/startup test done to assure inverter will timely restart after shutdown
- Check and clean as necessary all filters; remove any dust from cabinet
- Verify door interlock operations and closure per manufacturer's specs
- Verify proper fan/cooling operation (if applicable)

Hot water systems-

- Verify hot water production and circulation; record temperature output
- Verify switch operation (Delta T or PV)
- If monitored, check and record annual production
- Determine if any breaks in insulation on rooftop, especially at 90' bends
- Check specific gravity of glycol (if applicable)

- Check panels for pinhole leak indications
- Determine if any conflicts with recirc system

Contractor shall specifically include the above steps in the annual inspections along with any other steps necessary to maintenance and retro-commissioning of similar systems. Contractor shall provide a checklist of such steps in a format similar to that in Attachment D.

2.2 Annual inspection of other systems under contract.

Work will be done pursuant to an approved checklist. This will be charged on a lump sum basis per system.

2.3 Repair and re-commissioning of systems on an on-going basis

Work will be done pursuant to approved checklist and/or work order. This will be charged at an hourly basis plus materials.

2.4 On-call repair

This will be charged per approved hourly rates plus materials.

2.5 Reports

An annual Inspection Report shall be provided describing what actions need to be performed to repair and/or retro-commission each system. The Inspection Report will become the property of the City.

The City expects that the Inspection Report(s) will be provided within 30 days of completion of the inspection(s).

3. Additional Work

Evaluation and recommendation for installation of web-based monitoring systems on the PV systems. Such systems should include a real-time dashboard.

The City may choose to install monitoring systems under a separate Work Order under this Contract.

Please ensure that you sign and submit this addendum by the solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Name of Company

By – Name and Title (Please Print)

Email Address

Telephone

City State Zip

Authorized Signature

City of Scottsdale Attachment A – Existing Solar Systems & Locations



Existing PV
Systems.xlsx

**City of Scottsdale Attachment B – Individual System Information
Condition Assessments**

Please contact the procurement officer if you need the condition assessments. The total file size is 30MBs

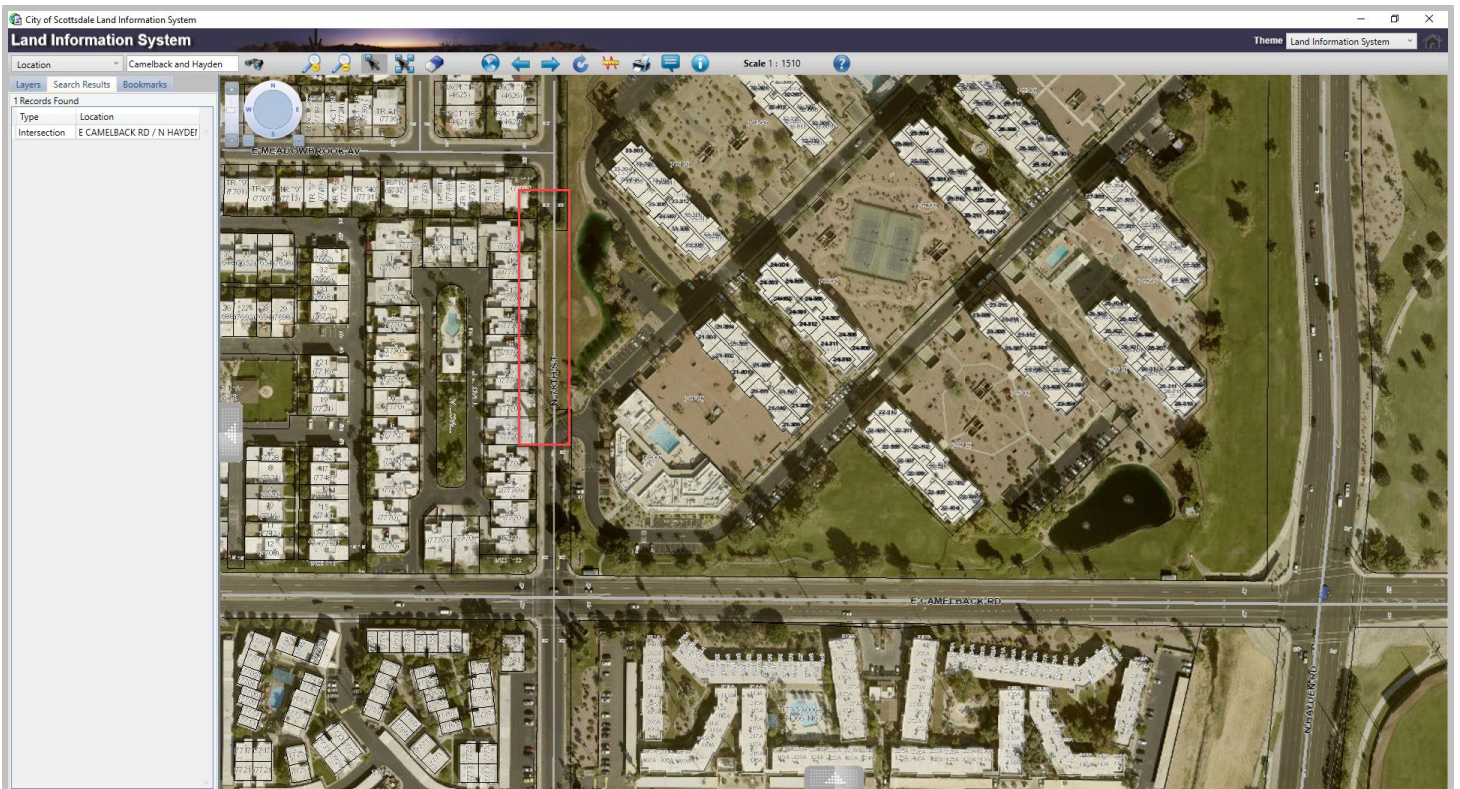
An example of the condition assessment is included herein as an embedded file.

						
Airport Business Center.pdf	McCormick Railroad Park.pdf	Lost Dog Wash Park Restrooms.pdf	Gateway Trailhead Maintenance Buildir	Fire Station 608.pdf	Fire Station 602.pdf	Fire Station 601.pdf
						
Cavalliere Park.pdf	Browns Ranch Trailhead.pdf	Appaloosa Library.pdf	Westworld Restrooms.pdf	Tom's Thumb Trailhead.pdf		

City of Scottsdale Attachment C – Solar Hardscape



City of Scottsdale Camelback north of Hayden at 78th Street Installation Location



City of Scottsdale Attachment D – Sample Inspection Checklist

Standard Scope Of Work	
Inspection Items	
Service Name	Service Description
Manufacturer-specific recommendations	Perform all manufacturer-specific recommendations to maintain warranty
Ballast block inspection	Inspect ballast blocks, including broken, missing, or improperly installed blocks
Racking equipment inspection	Inspect for oxidation, corrosion, loose bolts/nuts, clamps, parts, etc
Grounding inspection	Inspect grounding
Array inspection	Check the PV modules for damage or debris. Include glass face, frame, cells, j-box, back sheet, etc. Report any damage to rack and damaged modules for warranty replacement. Note location and serial number of questionable modules.
Hot-spot inspection	Use infrared camera to inspect for hot spots, bypass diode failure
Module torque inspection	PV module visual inspection and spot torque check
Combiner box physical inspection	Check for water incursion, corrosion damage, debris, rust, or pests.
Combiner box electrical inspection	Open each combiner box and check that no fuses have blown and that all electrical connections are tight. Inspect cabling, fuse holders, and fuses for discoloration, signs of arcing, damaged plastic, defects, open circuits, and ground faults. Use an infrared camera to check connections.
Cable inspection	Inspect cabling for signs of cracks, defects, UV damage, pulling out of connections, touching sharp edges, or being improperly secured; overheating, arcing, short or open circuits, and ground faults. Use an infrared camera to check connections.
DC disconnect switch inspection	Check proper position of DC disconnect switches. Check for signs of water intrusion, rust, corrosion, etc.
Electrical box inspection	Inspect electrical boxes for corrosion or intrusion of water or insects. Seal boxes if required. Check position of disconnect switches and breakers.
AC disconnect box inspection	Verify there are no signs of water intrusion, rust, or mineral deposits. Ensure there is no damage or potential damage to the breaker panels, including circuit breakers and cable insulation. Use an infrared camera to check connections.
Protection device inspection	Exercise operation of all protection devices.
Switchgear inspection	Switchgear inspection
Monitoring Instrument inspection	Verify accuracy of monitoring instruments (e.g. anemometer, pyranometers) with hand-held instruments to ensure that they are operational and within specifications. Also check mountings and cables for signs of damage or wear.
Racking torque inspection	Inspect racking and spot check for torque specification
Physical inverter inspection	Check conduit fittings, inverter covers, racking and mounting. Inspect inverter housing or shelter for physical maintenance required if present. Use an infrared camera to check connections.
Electrical room inspection	Inspect electrical room (if applicable) and note any issues impacting the solar PV system
Signage and Labeling	Inspect placards and labels to ensure readability, weatherization
Safety inspection	Confirm location and readiness of fire extinguisher, other safety equipment
Service	
Combiner box torque check	Spot check connections for torque specification
Clean/replace air filters	Inspect air filters, clean or replace as necessary
Dust cleaning from heat rejection fins	Clean (vacuum) dust from heat rejection fins
Check/replace transient voltage surge suppress	Check/replace transient voltage surge suppression devices
AC connection torque check	Verify cables and connections inside inverter AC disconnects are not showing damage and spot torque check
Weather sensor inspection	Verify accuracy of weather sensors and meters
Check/replace dessicant	Check dessicant and replace if necessary
Testing	
Module electrical connection testing	PV module electrical connection check
Performance testing	Perform performance test: measure incident sunlight and simultaneously observe temperature and energy output. Calculate PV module efficiency as a function of temperature and calculate the balance-of-system efficiency. Compare readings with diagnostic benchmark (original efficiency of system).
IV-curve testing	Conduct an IV curve traces (specify % of strings)
Overvoltage surge suppressor testing	Test overvoltage surge suppressors in inverter

	Ground fault tests	Verify that all ground connections to inverters, electrical boxes, conduits, and racking system are corrosion free, and functioning properly. Spot torque check. Measure currents on ground cables and test for ground faults.
	Site Photos	Take 3-5 nice pictures of the array for the cover photo of the report

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Issue Date: | 09/29/2021

This addendum will modify and/or clarify: Solicitation No.: | 22-001

and is Addendum No.: | #2

Procurement Description: | Trade Services

Please be advised that the due date has changed to **October 5, 2021 at 3:00 p.m.** (Local Arizona Time).

Please ensure that you sign and submit this addendum by the solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Name of Company

By – Name and Title (Please Print)

Email Address

Telephone

City State Zip

Authorized Signature

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Issue Date: | 10/05/2021

This addendum will modify and/or clarify: Solicitation No.: | 22-001

and is Addendum No.: | #3

Procurement Description: | Trade Services

Please be advised that the due date has changed to **October 12, 2021 at 3:00 p.m.** (Local Arizona Time).

Please ensure that you sign and submit this addendum by the solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Name of Company

By – Name and Title (Please Print)

Email Address

Telephone

City State Zip

Authorized Signature



AFFIDAVIT OF COMPLIANCE WITH HOUSE BILL 2488
SUPPLIER AGREES TO NOT USE THE FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA

Per House Bill 2488 approved by the Arizona Legislature, this law stipulates that a public entity may not enter into or renew a contract with a company for the acquisition or disposition of supplies, services, goods, information technology or construction unless the contract includes written certification that the company does not currently, and agrees for the duration of the contract that it will not, use:

- The forced labor of ethnic Uyghurs in the People's Republic of China;
- Any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- Any suppliers, contractors or sub-contractors that use the forced labor of any services or goods produce by the forced labor of ethnic Uyghurs in the People's Republic of China

Based on the above, the supplier certifies:



Signature

James Hoover

Print Name

B2B Direct Sales, Inc dba The HVAC Company

Company Name

12-05-2024

Date

President

Title

Contract Renewal & Modification Notice

Contract Number T22-001-29
Contract Description Trade Services

Date September 30, 2025

99790

B2B Direct Sales, Inc. dba The HAVC Company
James Hoover
3120 W Carefree Hwy, Ste 1817
Phoenix, AZ 85086

Renewal Information

Beginning	January 14, 2026
Ending	January 13, 2027
Renewal	2 of 3

Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

If the contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

B2B Direct Sales, Inc. dba The HAVC Company certifies that it is not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be completed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Procurement Officer	Alicia Ruiz	480-350-8648	alicia_ruiz@tempe.gov
Specialist	RaDeja Attaway	480-350-8617	radeja_attaway@tempe.gov

To Be Completed and Signed By B2B Direct Sales, Inc. dba The HAVC Company

Contract Number T22-001-29
Contract Description Trade Services

Contractor's Name B2B Direct Sales, Inc. dba The HAVC Company

Contractor's Mailing Address 3120 W Carefree Hwy, Ste 1817 Phoenix, AZ 85086

Printed name of person signing James Hoover
Phone Number 602-565-0518
email Address james@thehvacompany.net

Contractor's Authorized Signature  10.30.2025
Date

City of Tempe Contract Renewal Acceptance

Alicia Ruiz
Alicia Ruiz (Jan 9, 2026 10:14:01 MST)
Alicia Ruiz Date
Procurement Officer


Michael Greene (Jan 9, 2026 10:34:11 MST)
Michael Greene, CPM, CPPO Date
Procurement Administrator

Pricing effective January 14, 2026

Please note any changes to hourly rates or direct cost markup on materials when responding to this renewal request.

Group 15 – HVAC; Maintenance and Repair, New, Install

Repair and retrofitting of HVAC equipment (A/C units, coolers, pre-coolers, furnaces, etc.). To include oil and natural gas burner malfunctions and flameouts, oil valve replacements, repair leaking pipes, repair/replace heat pumps, duct work repairs, and system diagnostics. Includes Low Temperature Refrigeration repairs and maintenance.

Pricing – HVAC; Maintenance and Repair, New, Install					
	Provide your firms job title(s) and hourly rate(s) below				
	Journeyman	Helper			
Weekdays- Straight Time	\$95.00	\$72.00	\$	\$	\$
Markup on direct cost of parts and materials			25%		



AFFIDAVIT OF COMPLIANCE WITH HOUSE BILL 2488
SUPPLIER AGREES TO NOT USE THE FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA

Per House Bill 2488 approved by the Arizona Legislature, this law stipulates that a public entity may not enter into or renew a contract with a company for the acquisition or disposition of supplies, services, goods, information technology or construction unless the contract includes written certification that the company does not currently, and agrees for the duration of the contract that it will not, use:

- The forced labor of ethnic Uyghurs in the People's Republic of China;
- Any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- Any suppliers, contractors or sub-contractors that use the forced labor of any services or goods produce by the forced labor of ethnic Uyghurs in the People's Republic of China

Based on the above, the supplier certifies:



Signature

James Hoover

Print Name

B2B Direct Sales, Inc dba The HVAC Company

Company Name

10.30.2025

Date

President

Title

EXHIBIT B
TO
COOPERATIVE SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
B2B DIRECT SALES, INC.
D/B/A
THE HVAC COMPANY

[Quote or Work Order]

See following pages.

3120 W Carefree Hwy, Suite #1817, Phoenix, AZ, 85086 * 480-687-8081

Attn: Marc Brewer Phone: 219-218-0213 Email: mbrewermbrewer@fountainhillsaz.gov Company: Town of Fountain Hills Address: 16705 E Ave of the Fountains, Fountain Hills, AZ 85268	Date: Jan 21, 2026 Re: Cooling Tower Return Piping Property: Town of Fountain Hills Address: 16705 E Ave of the Fountains, Fountain Hills, AZ 85268
--	--

The HVAC Company is pleased to offer our proposal for the referenced work:

SCOPE:

All work to be conducted during normal business hours.

Both Y-Strainers are old and should be replaced. Below Outlines the scope of work that we recommend.

Line 1 - Chiller piping routed as the existing:

New 4" chiller manifold piping from pumps to supply and return headers.
Demo of existing 4" supply and return piping.
Victaulic grooved fitting and manual valves were necessary.
Chilled water piping insulation replaced when completed.

Line 2 - Cooling tower manifold piping:

(2) new 6" y-strainers in cooling tower yard.
(1) T bypass connection with flanged Belimo control valve.
(6) thread o lets for temperature, pressure and drain connection.
New Victaulic flanged piping from bypass T to suction side of existing pumps.

Replacement of the (2) existing pumps, installation of additional (1) pump - 3 total.

Patterson HVAC Pumps (Variable Speed Condenser, set up for max efficiency)

3ea Patterson End Suction HVAC PUMP

Pump Tag: P-3

Model: E3J9A-1 CW Rotation Impeller Dia.: 7.688

Pump Size: 4x3x9.5 Rated RPM: 1760

378GPM 46TDH Calculated Efficiency @ Duty Point: 79.2%

Brake HP: 5.61 Non-Overloading HP: 6.24 NPSHR (feet): 6.2

Maximum Pump Working Pressure: 175 #

Standard SureFlex Coupling

Motor: 60HZ - 230/460V - 7.50HP - ODP - PE - 213T

Baldor Model #:EM3311T-G

Motor w/ Grounding Rings

Base Plate: STD - 125# Discharge

Steel Shaft - Bronze Sleeve - CSC Seal

Copper Flush Line Tubing & Fittings

Pump Weight: 480 lbs.

Notes: pumps were selected to match existing pumps on site.

ELECTRICAL: Includes rework of electrical to accommodate new additional pumps and frequency drives.

ABB VARIABLE FREQUENCY DRIVES:

- 3ea ABB Model ACH580-VCR-012A-4, NEMA 1 with Bypass, Rated for 12 FLA (7.5HP), 460v/3 PH, with Bluetooth capability.

Note: Start Up from ThermAir Services is included.

CONTROLS: Includes controller, wiring and system integration.

Job Specific Exclusions: (piping)

- o Special inspection
- o Mechanical equipment of any kind
- o Roof patching or repair of any kind
- o Excavation or grading
- o Concrete/ Grouting of any kind
- o No fire system piping

Exclusions: Piping

- o General inspection
- o Testing and Inspection shop or field
- o Cleaning onsite steel of road spray, salt, diesel smoke or any other affixed to materials during transportation to site, or mud and dirt from site conditions
- o Grout or Grouting
- o Liquidated damages
- o Any other items not specifically listed above in the Scope of Work

Special Provisions:

- o Eight-hour workdays are utilized Monday through Friday 7am-4pm for this project. Afterhours pricing is available and will change project pricing.
- o It is impossible for us to anticipate other trade component needs. Unless a fixture item is specifically called out on the plumbing and architectural drawings, it is considered excluded – refer to sheets bid listed above.
- o Repair of grass and landscape will be the responsibility of others unless Precision Mechanical LLC and its representatives have acted negligently.
- o Benchmarks and gridlines to be established by GC.
- o Lost production days due to weather or other reasons no fault of Contractor will extend schedule an equal number of days.
- o Mutually Acceptable Contract and Schedule.

WARRANTY: 2-year parts & labor.

LEAD TIMES:

- * Pumps - 7 weeks plus transit; subject to prior sale.
- * ABB VFDs - 4 to 6 weeks plus transit; subject to prior sale.
- * Piping - available in local stock; subject to prior sale. Installation availability based on current workload scheduling.

GENERAL EXCLUSIONS: permits & engineering; premium labor and any items not specified herein.

Total Proposal as Outlined Above.....	\$172,393.83
--	---------------------

Our goal is to provide quality work at a competitive price. We will accomplish this by performing efficiently, timely, safely and to your complete and total satisfaction. Thank you for allowing us to proceed by authorizing the work in the space provided below. Lead times on parts and equipment available upon request and are subject to change based on availability at time of approval.

Sincerely,
The HVAC Company

ACCEPTANCE OF PROPOSAL

- This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.
- Estimate valid for 15 days from the issue date. Payment terms are net 30 days, subject to a 5% late charge and a separate 1.5% interest charge on the outstanding delinquent balance compounded monthly.
- Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
- Unless noted in the specific inclusions, our work will be performed during our normal working hours.
- Further examination of work may necessitate a change in scope.
- Some items may have limited warranty (Example: manufacture warranty exclusions, seals, gaskets, wear items, parts damaged due to forces beyond reasonable control)

SPECIFIC EXCLUSIONS:

Permits & engineering; premium labor and any items not specified herein.

Approved by:	
Approval Signature:	
Date:	
PO# or Payment Method:	

3120 W Carefree Hwy, Suite #1817, Phoenix, AZ, 85086 * 480-687-8081

Attn: Marc Brewer
Phone: 219-218-0213
Email: mbrewermbrewer@fountainhillsaz.gov
Company: Town of Fountain Hills
Address: 16705 E Ave of the Fountains,
Fountain Hills, AZ 85268

Date: Jan 21, 2026
Re: Cooling Tower Return Piping
Property: Town of Fountain Hills
Address: 16705 E Ave of the Fountains,
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- Some items may have limited warranty (Example: manufacture warranty exclusions, seals, gaskets, wear items, parts damaged due to forces beyond reasonable control)

SPECIFIC EXCLUSIONS:

Permits & engineering; premium labor and any items not specified herein.

Approved by:	
Approval Signature:	
Date:	
PO# or Payment Method:	



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 3/3/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Development Services
Prepared by: John Wesley, Development Services Director
Staff Contact Information: Phone: 480-816-5138
Email: jwesley@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

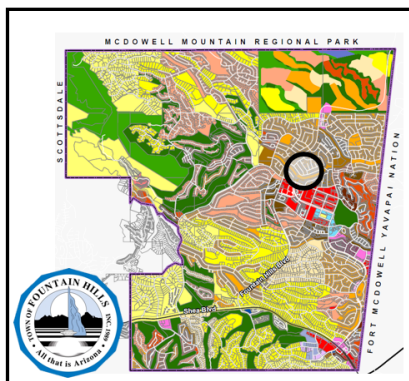
CONSIDERATION AND POSSIBLE ACTION: Regarding the possible sale of Town-owned land in the 16500 block of E. Ashbrook Drive.

Staff Summary (background)

At the December 2, 2025, Town Council meeting, the Council reviewed and discussed the possibility of selling a select Town-owned parcels. At the conclusion of that discussion, the Council directed staff to develop further information regarding the parcel on E. Ashbrook Drive and bring it back for further Council discussion and consideration.

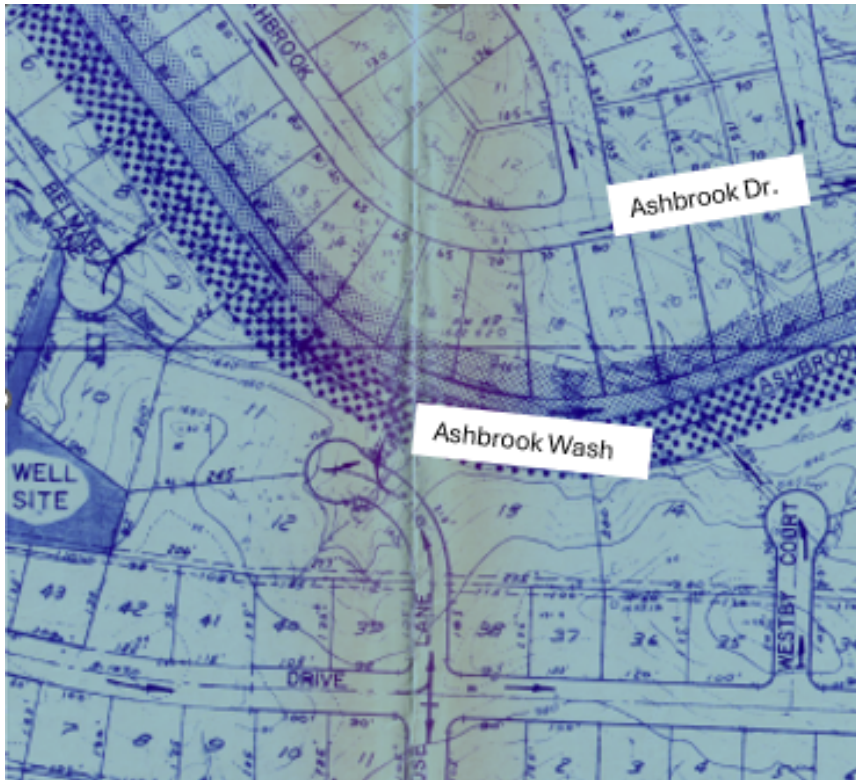
Location

The parcel being considered is located on the south side of 16500 block Ashbrook Dr. east of Fountain Hills Blvd.

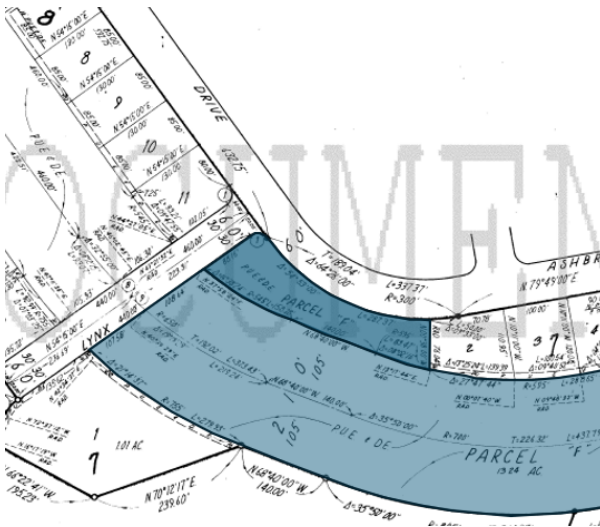


History

When the original parcel and lot configurations were developed for Fountain Hills, the concept was to have lots along both sides of Ashbrook Dr. as shown in this early concept plan. The lots on the south side of Ashbrook Dr. were to be deep lots.



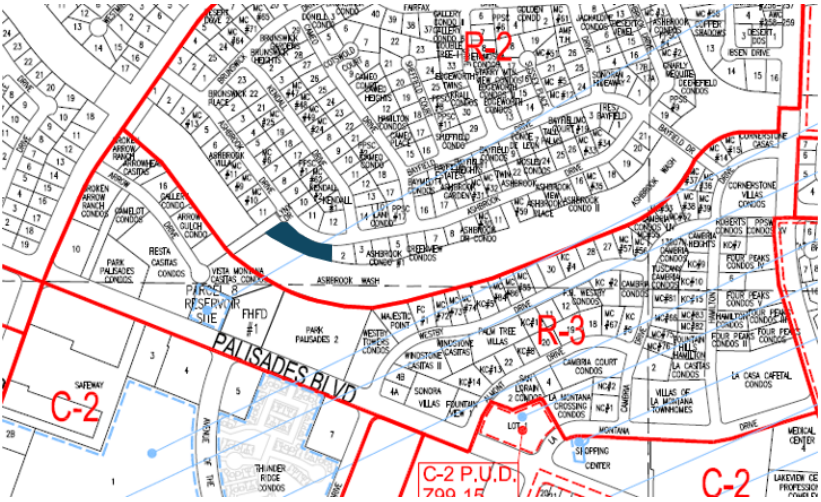
The area north of Ashbrook Dr. (Plat 104) was platted in 1971, and the area south of Ashbrook Dr. (Plat 111) was platted in 1972. When the detail work was done to create the streets, blocks, and lots, Ashbrook Dr. shifted to the south. Plat 111 included the area for Ashbrook Wash. When this plat was prepared, a decision was made to provide a 210' wide easement for the wash. Given the final width of the easement reserved for the wash, a portion of the area along Ashbrook Dr., had insufficient parcel depth to plat lots. Therefore, the area between the street right of way and the easement for the wash was included with the parcel for the wash on the plat.



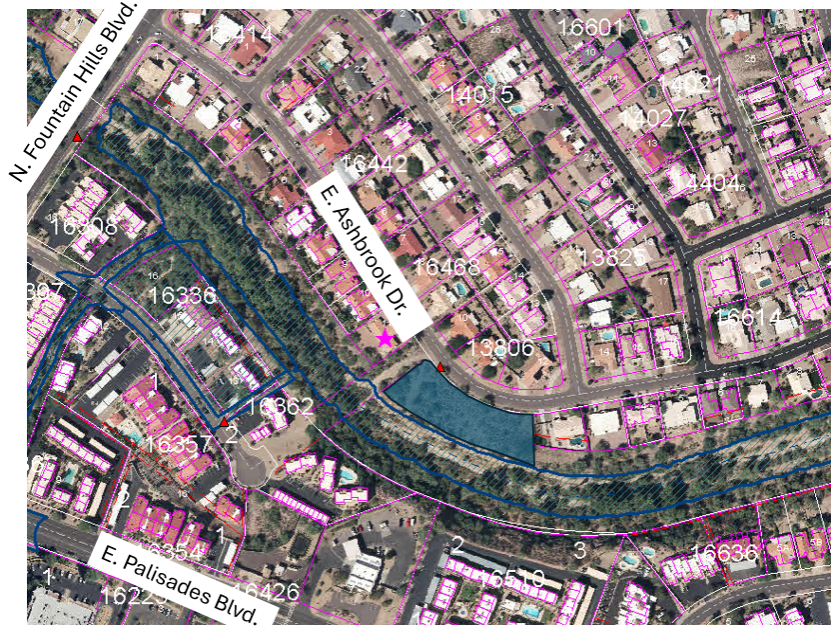
Most of the homes along this street were constructed from the mid 1980's to the mid 1990's.

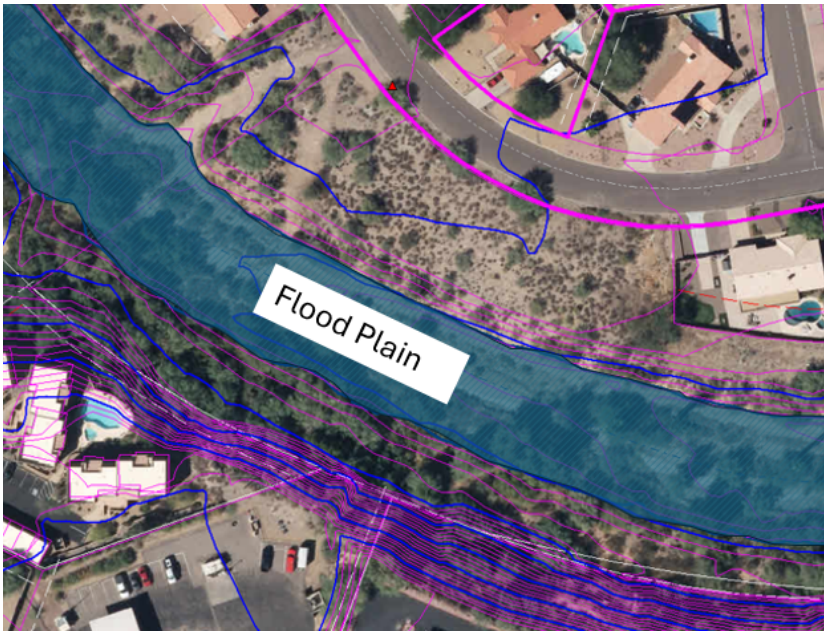
The original plat included a street right-of way on the west side of this property that connected Ashbrook Dr. to Arrow Dr. Given the cost of crossing the wash, that street was never built and the portion of the right-of-way south of the wash has been abandoned.

The area north of Ashbrook Wash was zoned R-2, Limited Multi-family Residential, and the area south of the wash was zoned R-3 Multi-family Residential. This zoning pattern continues today.



Setting





E. Ashbrook Dr. west of the subject parcel.



Subject parcel looking west along E. Ashbrook Dr.



E. Ashbrook Dr. east of the subject parcel.

Lots in the neighborhood range in size from 10,061 sq. ft. to 16,244 sq. ft. with an average size of 11,280 sq. ft. There are only five lots greater than 12,000 sq. ft. The typical lot width is 80' - 85' and the typical lot depth is 120' - 130'.

Of the 31 homes in the immediate area along Ashbrook Dr., 11 are single-family homes and 20 are two-family structures. Of the two-family structures, 11 are condominiums. Twenty-seven of the homes are single-story and four are two-story homes.

Traffic

Traffic volume and speed on this portion of Ashbrook Dr. were measured during the first week of February. Total vehicles on the street during this time were 1,598, which averages to approximately 500 vehicles per day. The capacity of this street is around 2,000 vehicles per day. Average speeds were under the posted 25 mph for this local street. Each new home generally adds around 10 vehicle trips per day to a street.

Summary

This property was initially intended for residential development. The property can be platted into 3 to 4 lots of a comparable size to the surrounding lots. There are no significant views that will be blocked by development. Development would keep the property clean and maintained to a higher standard than exists today. Additional development on these lots will not significantly impact the amount of traffic on the street.

The property was conveyed to the Town without any restrictions on the use. The floodplain has been mapped since the original plat. The Town Engineer is confident lots can be platted with 120' of depth, similar to the other lots in this area.

The right-of-way adjacent on the west side of this parcel is not needed and creates an issue by providing a way for individuals to access the wash. If the right-of-way is abandoned as part of this process, the east half can be combined with the rest of the parcel to provide a larger buildable area.

Development Options

The Town has no productive use for this property. It is too small for a park or any other Town use. There is a cost to the Town to maintain the property.

There is a little over 38,000 sq. ft. of lot area available for development. With the R-2 zoning currently in place on this property, development options include:

- Leaving the parcel as one lot and developing it with a combination of single-family and/or duplex units up to a maximum of 9 dwellings on the property as a whole.
- Subdividing the property into 3 or 4 lots with single-family or duplex units on each lot.

To provide the greatest revenue for the Town and protect the surrounding neighborhood, the best option is for the Town to plat the property into lots compatible to the surrounding lots and restrict them to single-story homes prior to going through the process of selling them.

Related Ordinance, Policy or Guiding Principle

N/A

Risk Analysis

N/A

Recommendation(s) by Board(s) or Commission(s)

N/A

Staff Recommendation(s)

If the Council finds there is sufficient benefit to the Town to continue to consider selling the property, staff recommends Council direct staff to create the needed plat and development restrictions, have the property appraised, then come back to Council for final determination on disposition of the property.

If Council finds there is insufficient benefit to the Town at this time to move forward with selling this property, staff recommends Council direct staff to cease work on this property and either look at other similar properties that show potential for being sold or direct staff to cease work on exploring the options for selling property.

Suggested Motion

MOVE TO

- A. Direct staff to move forward with preparing this property for final consideration of selling; and/or,
- B. Direct staff to look at other properties for consideration by the Council; or,
- C. Direct staff to cease looking at the options for selling Town-owned properties at this time.

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

None



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 3/3/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Development Services
Prepared by: John Wesley, Development Services Director
Staff Contact Information: Phone: 480-816-5138
Email: jwesley@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Regarding ratification of the contract for a consultant to assist with the drafting of updates to the Town's ordinances and associated documents for wireless telecommunications towers and antenna.

Staff Summary (background)

In January 2025, the Town Council directed staff to work with the Planning and Zoning Commission to update all the Town ordinances and associated documents related to wireless telecommunication towers and antennas. This project includes all towers and antennas on private property, on Town property, and within the public rights-of-way.

Over the last year, staff and the Planning and Zoning Commission have made a lot of progress on drafting updated regulations. Through this process, however, it has become even more clear how technically challenging these regulations are to draft in a manner that will allow the needed services, protect the Town, and comply with all federal and state laws.

To help complete this project, with direction from the Town Council, staff has entered into a contract with McCollough Law Firm PC to assist staff in the drafting of the updates to the ordinances and associated documents. This firm was selected based on their expertise in this field of law and their responsiveness to working with staff to complete this project in a timely manner. The fee for this service as contained in the attached agreement is \$15,000.

Although the agreement falls within the Town Manager's purchasing authority, the agenda item ensures transparency and provides the Council the opportunity to review and ratify the action taken by staff to implement direction previously given.

Related Ordinance, Policy or Guiding Principle

N/A

Risk Analysis

N/A

Recommendation(s) by Board(s) or Commission(s)

N/A

Staff Recommendation(s)

Staff recommends approval of the contract with McCollough Law Firm PC.

Suggested Motion

MOVE TO ratify the contact with McCollough Law Firm PC.

FISCAL IMPACT

Fiscal Impact: \$15,000
Budget Reference: FY2026
Funding Source: General Fund

ATTACHMENTS

- | |
|-----------------------------|
| 1. McCollough Law Agreement |
|-----------------------------|



McCOLLOUGH LAW FIRM PC

INTERNET | COMMUNICATIONS | UTILITIES | REGULATION

2290 Gatlin Creek Rd. Dripping Springs, Texas 78620

Website: www.dotLAW.biz | Email: wsmc@dotLAW.biz | Telephone: (512) 888-1112 | Facsimile: (512) 692-2522

February 9, 2026

VIA EMAIL

Town of Fountain Hills, Arizona
Attn: Rachael Goodwin, Town Manager
rgoodwin@fountainhillsaz.gov

Re: Review of Updated Ordinance for Personal Wireless Service Facilities and Drafting of Updated Ordinance for Small Wireless Facilities for Fountain Hills, AZ

This document summarizes the terms of the agreement for McCollough Law Firm PC ("Firm") to provide consulting services to the persons listed above, collectively described as "Clients" or "you," solely with respect to reviewing an updated ordinance for personal wireless service facilities ("PWSF Ordinance") and drafting an updated ordinance for small wireless facilities ("SWF Ordinance") for Fountain Hills, Arizona ("Project") and support Project through targeted education and advocacy. Project-related activities will involve:

1. Reviewing the PWSF Ordinance to incorporate existing comments and ensure consistency with federal and state laws. Firm evaluates applicable federal statutes, Federal Communications Commission ("FCC") regulations and orders, relevant federal case law, and Arizona statutes, administrative rules, and case law, including but not limited to laws governing zoning authority, and limitations on local regulation of wireless facilities.
2. Drafting an updated SWF Ordinance for facilities on private property and in the public rights-of-way establishing clear guidelines for the siting, construction, and modification of small wireless facilities and providing strict standards for permit applications that are consistent with federal and state laws.
3. At least three to four Zoom meetings, to refine ordinance language, explain legal rationales for recommended revisions, respond to technical or legal questions, and discuss strategic considerations for passage of Ordinances. Firm offers guidance on messaging, stakeholder engagement, policy considerations, and legal strategies to ensure a well-rounded and effective approach.
4. Attendance (remotely or in person, if separately approved) at first readings, continued hearings, and final readings to support passage of the Ordinances. This support may include drafting or reviewing talking points, written submissions, and responses to

last-minute amendments or objections, as well as participating in pre-hearing strategy calls with Clients, other elected officials and town staff, and allied experts.

5. Guidance on engaging with wireless industry representatives and their attorneys, including assistance with reviewing, responding to, and negotiating proposed changes to Ordinances. Firm provides tailored advice on messaging and follow-up strategies and will review, assess and respond to industry and other comments as well as determine whether further adjustments should be made to the draft ordinance in light of those comments.
6. Subcontracting with public relations and advocacy experts to most effectively achieve strategic, political, and practical goals and assist Clients in engaging and educating the community to allow them to express their position and desires in relation to the Ordinances. Firm coordinates media outreach, messaging strategies, and community engagement efforts to build awareness and seek consensus on the ordinance provisions that will reflect community values and preferences.
7. Reviewing relevant documents, including but not limited to state codes, the Town's Wireless Facilities Standard Terms and Conditions, the Town's Design Standards and Guidelines, comprehensive plans, news articles, white papers, permit application forms and checklists, the Ordinances, and related resolutions, to provide conclusions, recommendations, and potential actions. Firm ensures that the language is legally sound, strategically effective, and aligned with the community's goals.
8. Identifying expert witnesses who can provide expert opinions as needed for internal use or presentation to other elected or appointed officials and authorities and the public. Such expert witness fees are separate pass-through expenses as outlined in Fees and Other Costs below. Firm coordinates with specialists in law, public health, urban planning, and telecommunications to provide credible, authoritative and independent expert support.
9. Conducting research and compiling case studies from other municipalities that have successfully implemented similar ordinance provisions to provide real-world examples and strengthen the case for passage. Firm analyzes legal strategies, community engagement efforts, and regulatory approaches to inform and support local decision-making.

Limits on Services to Be Rendered

This agreement confirms that each of you have asked Firm to assist you regarding reviewing an updated ordinance for personal wireless service facilities ("PWSF Ordinance") and drafting an updated ordinance for small wireless facilities ("SWF Ordinance") matter. This agreement applies only to activities associated with and involving reviewing and drafting the Ordinances. There is no agreement relating to any other case or matter, including legal representation to defend the Ordinances against threatened or actual litigation on the part of the wireless industry or federal or state actors. Should litigation be threatened and/or commence,

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Clients will decide whether, and on what terms, actions to defend the Ordinances will be undertaken.

Authorization to Act

The Clients authorize Firm to take any steps that in the discretion of Firm are deemed necessary and appropriate to protect the Clients' interest in this matter, including, but not limited to, strategy, the retention or dismissal of any experts, whether testifying or consulting, filing of motions, oppositions or reply papers, and decisions to appeal. Firm may associate additional counsel on this matter as necessary, at an additional cost. Firm will secure Clients' advance approval of any material additional expenses if possible, subject to any urgent need to act that prevents advance consultation and consent.

Cooperation

You agree to fully cooperate with any Firm representative or outside consultant in the conduct of this matter. Such cooperation includes, but is not limited to, organizing local residents to appear at public hearings, obtaining documents, creating educational materials and talking points for oral or written presentations, participating in other meetings and taking timely action in advance of any deadlines.

Fees and Other Costs

Firm agrees to undertake the Project on a flat-fee basis, excepting any pass-through expenses such as expert opinions or local counsel fees (if necessary). Firm has an existing relationship with and will contract with Children's Health Defense's educational, advocacy and public relations experts to most effectively achieve strategic, political and practical goals and assist Clients in engaging and educating the community to obtain popular support. The flat fee amount includes both Firm time and activities and those of the subcontracting educational, advocacy and public relations experts.

Fee:

Fifteen Thousand Dollars (\$15,000). Clients will pay an upfront retainer of \$10,000 toward this amount and complete payment of the remaining \$5,000 upon completion of the Project, namely completion of the review of the PWSF Ordinance and draft of the SWF Ordinance. **Payments may be made out to McCollough Law Firm in the form of a check.**

Not included- expenses passed through:

- A. Engineering or other technical/scientific expert analysis and opinions. Firm will make its best effort to reasonably project the cost of pass-through items and secure client approval prior to commitment.
- B. Travel and lodging costs, if and to the extent travel to Fountain Hills is necessary. Firm will consult with Client and obtain approval before any travel/lodging expenses are incurred. If consent is not given, the travel will not occur. Client understands it must accept any consequences of that decision.

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- C. If necessary, any local counsel fees should Arizona practice of law rules require association with Arizona-licensed attorneys. Firm will consult with Client and secure approval before associating with local counsel, but should Client not agree then Client understands that Firm's ability to appear or offer advice on Arizona legal issues may be limited. This limitation shall not affect the flat-fee nature of the arrangement.

Confidentiality

We have agreed to respect your privacy, and to the extent possible limit public exposure of sensitive or personally identifying information, especially with regard to children. You hereby acknowledge, however, that by appearing in public, some identifying information, including your name and address, may need to be disclosed or published, and other information may be required for subsequent filings, including affidavits. We will seek protection of sensitive information through redaction of public documents where that is possible. You understand that preventing a publication of some information may be beyond our control, despite our best reasonable efforts to prevent public disclosure. We will take steps to consult with you to determine what information you deem sensitive and make every effort to protect it, subject to our determination of a necessity for public exposure.

Accuracy of Information

You agree to provide us with complete, true and accurate information that forms the basis of filings and, if necessary, to certify the accuracy of any factual assertions or claims that we prepare on your behalf.

Conflicts of Interest

At the present time, we have no conflict that would preclude us from participating in this Project. Further, we will not undertake any other project where you and another client are directly adverse parties, unless you consent after consultation and other applicable ethical rules are satisfied. You agree that we may accept new clients or perform additional work for existing clients in any other matter, as long as you are not a directly adverse party and the other matter is not adverse to your interests in this matter, and you agree to Firm's joint obligations in this matter.

Joint Endeavor

Firm will be acting on behalf of more than one party in the same matter. In agreeing to this joint endeavor, you each agree and confirm that (a) you are aware of the considerations and risks involved with our joint engagement, (b) you had the opportunity to consult with independent counsel regarding any concerns about such joint engagement, (c) you have disclosed all known or potential conflicts and (d) you consent to the arrangement. Although we do not currently anticipate a divergence of interests, some or all of you may be required to obtain new and separate consultants in the event that a conflict does arise, depending on the nature of the conflict. In the event that you have conflicting or potentially conflicting interests with each other in the course of this engagement, we ask you to resolve your differences among yourselves,

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without our assistance. If you cannot resolve your differences, we will be unable to consult with any one of you as to that issue or, if the differences are serious enough, our ethical obligations may require us to withdraw from the matter completely.

No Guarantee

We agree to provide conscientious, competent and diligent services and at all times will seek to achieve solutions that are just and reasonable for you. However, because of the uncertainty of proceedings of this type, changes in the law and interpretation of the law, and other factors, we do not and cannot warrant, predict or guarantee results or the final outcome of any cases.

Communications

We typically communicate with clients in many ways, including in person meetings, landline or cellular telephone, videoconferences, facsimile transmissions, mail and express delivery, Internet and electronic mail, among others. We believe that each of these methods is reasonably safe and appropriate, but recognize that some methods (e.g., fax machines in semi-public areas) may be more susceptible to interception by unauthorized persons than other methods. If there are sensitive communications or security requirements that in your judgment require that only specified means of transmission or delivery be used, please let us know. For all other communications, we will use any of the above methods unless you advise us otherwise.

Termination of Services and Withdrawal

You have the right to terminate Firm's services at any time, by providing prompt written notice of the termination. If we are the attorneys of record in any proceeding, you agree to execute and return a Substitution of Attorney promptly upon receipt.

We have the right to withdraw if a conflict arises as indicated above, if good cause for withdrawal exists, or we are permitted to withdraw for any other reason allowed under the applicable rules of ethics. Examples of good cause for withdrawal include nonpayment or failure to reasonably cooperate or follow our advice on a material matter. Ethics rules may require that we withdraw if, in our view, unanticipated facts or circumstances arise that make continued participation impermissible. If we are required to withdraw, or exercise the right to withdraw, we will take steps to the extent reasonably practicable to protect your interests during transition. You agree to cooperate reasonably in all steps necessary to free Firm from any obligation to perform further services, including the execution of any documents necessary to complete the withdrawal. Firm's participation in this matter will conclude and the file may be closed at the earliest of (a) your termination, (b) our withdrawal, or (c) the completion of our work for you.

Documents

Client agrees to be available for meetings, hearings, trials, and other appearances as may be required to execute the mission as necessary, and to produce documents and cooperate with Firm in pursuing the Project. Client understands that Firm does not have sole control of hearing dates, settings, or document deadlines. In the event that Client fails to cooperate as herein provided, Firm may withdraw in accordance with the withdrawal provisions of this letter.

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In the course of this Project, we are likely to come into possession of copies or originals of documents or other materials belonging to you or others. Once the particular matter to which those documents or materials relate has been concluded, we will make arrangements to return original documents to you, retain them in storage facilities or to dispose of them securely. We will keep copies of all documents you provided to us for the time frame required by the relevant rules or as Firm retention policies require. You agree that we retain the right to make and retain copies of any documents or information, at Firm's expense. Firm's records retention policy provides that upon the expiration of seven (7) years after a matter file has been closed, all documents and other materials in storage may be destroyed, unless we determine that it would be inappropriate or impermissible to do so.

Entire Agreement

This Agreement contains all of the terms of our agreement with you. Other than agreements to provide different services than the services listed herein, it can only be modified by written documentation signed by both parties.

Disputes

At the instance of either Firm or Client, any disputes as to whether Firm or Client have failed to honor this Agreement or if services rendered by Firm have been appropriate or proper will be submitted to private arbitration conducted in or near Client's location, if possible. Firm and Client agree to be bound by the procedures and rules established by the association and the results of such arbitration. Firm and Client agree to use a mutually agreed alternative dispute resolution forum to resolve the dispute. Firm and Client agree to be bound by the procedures and rules established by that forum and the results of such arbitration.

Forum Selection and Choice of Law

The parties agree that other than the alternative dispute resolution procedures described above, any lawsuits related to this Agreement or the services of Firm shall be litigated in the State of Texas and interpreted according to Texas law.

Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. The Parties hereto shall accept a facsimile or scanned and emailed copy of the signed Agreement as the original.

Severability

In the event that any of the terms of this Agreement shall be declared void by a court of competent jurisdiction, then such term(s) shall be deemed inoperable and the remainder of the Agreement shall remain in full force and effect.

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Signatures and Authority

The Parties hereby signify their agreement to the above terms by their respective signatures below. The signatory executing this Agreement on behalf of each Party represents and warrants that s/he has the due and legal authority to execute this Agreement on behalf of such Party and to bind the Party to the terms contained herein. The Parties further represent that this Agreement has been entered into freely and voluntarily; that they have had the opportunity to assess and weigh all of the facts and circumstances likely to influence their respective judgments. Each Party duly warrants that s/he has given due consideration to each provision and request, and clearly understands and consents to all provisions herein.

Acknowledgement and Understanding

The Clients acknowledge that they have read this agreement in its entirety, have had a full opportunity to consider its terms and have had a full and satisfactory explanation of same, and fully understand its terms and agree to such terms. The Clients acknowledge that they have been given a copy of this Agreement. Clients understand and agree that all services will be rendered consistent with Firm's legal obligations and responsibilities, and all ethical and procedural rules of any local forum.

If you would like McCollough Law Firm PC to proceed, please sign this letter at the place designated below, indicating that you understand the contents of this Agreement and that you agree to its terms.

Please feel free to contact me by telephone or email if you have any questions about the process or any other aspect of the Project.

Thank you for the opportunity to work with and for you in this extremely important matter.

Very truly yours,



McCollough Law Firm PC
By: W. Scott McCollough

Client signatures on next page

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Having read the entirety of the foregoing letter, I/we acknowledge that I/we understand the contents of this letter and authorize McCollough Law Firm PC to provide the services and conduct the activities detailed above on my/our behalf. Each of us agree to the terms of the letter and intend to be bound by contract upon execution.

Rachael Goodwin

Dated: 2/11/26 _ _ _ _ _

Signing Time: 2/11/26 15:33 UTC
Signature

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TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 3/3/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Administration / Town Clerk
Prepared by:
Staff Contact Information: Phone:
Email:

Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Related to any item included in the Arizona Cities and Town's Weekly Legislative Bulletin or relating to any action proposed or pending before the State Legislature.

Staff Summary (background)

Related Ordinance, Policy or Guiding Principle

Risk Analysis

Recommendation(s) by Board(s) or Commission(s)

Staff Recommendation(s)

Suggested Motion

FISCAL IMPACT

Fiscal Impact:

Budget Reference:

Funding Source:

ATTACHMENTS

- | | |
|----|-------------------------|
| 1. | League Bulletin Issue 5 |
| 2. | League Bulletin Issue 6 |

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Legislative Bulletin: Issue 5 – February 16, 2026



Legislative Update:

Welcome to the sixth week of the legislative session. To date, 1,966 bills and an additional 150 memorials or resolutions have been introduced. This Friday marks the final day for bills to be heard in subject-matter committees in their chamber of origin.

Governor Hobbs' Second Veto on Tax Conformity

Last Thursday, Governor Hobbs vetoed **HB 2785: conformity; internal revenue code; deductions (Olson)**, the legislature's second attempt this session to update Arizona's tax code to conform with recent federal changes. The measure passed both chambers on party-line votes and would have aligned state law with portions of the federal Internal Revenue Code adopted in H.R. 1. In her **veto letter**, the Governor again urged lawmakers to instead advance her "Middle Class Tax Cuts Package," which mirrors many federal individual tax changes while excluding certain business deductions.

Republican lawmakers have argued the conformity bill is needed to match Arizona tax forms already issued by the Department of Revenue and to deliver

broad-based tax relief this filing season. They also contend that failure to conform could create administrative complications for taxpayers and preparers. With the second veto, however, negotiations between the Governor's office and legislative leadership remain at an impasse over the scope of conformity and its fiscal impact. Absent a compromise, Arizona may need to revise forms or issue guidance later in the filing season, potentially affecting early filers depending on the final outcome.

Colorado River Water Negotiations

Negotiations among the seven Colorado River Basin states have again stalled, with Arizona and the other Lower Basin states (California and Nevada) confirming ahead of a February 14th federal deadline that no agreement had been reached on a long-term plan to manage shortages after current river operating rules expire at the end of 2026. The states have been working for more than a year to replace interim drought guidelines adopted in 2007 and updated in 2019 as drought and over-allocation continue to reduce flows in the river system that supplies water to roughly 40 million people and supports major agricultural and municipal economies across the Southwest.

The central dispute remains how to share future reductions. The Lower Basin has proposed quantified conservation commitments across all seven states to stabilize reservoir levels at Lake Mead and Lake Powell, while the Upper Basin states (Colorado, New Mexico, Utah, and Wyoming) argue their water use is already constrained by hydrology and that downstream states are effectively requesting water that does not physically exist in dry years. Arizona officials and Lower Basin partners have responded that additional cuts cannot fall primarily on the Lower Basin alone and that a basin-wide framework is necessary to avoid deeper crisis conditions. With consensus elusive, the U.S. Bureau of Reclamation is expected to advance federal post-2026 operating guidelines later this year, raising the prospect of imposed allocations or litigation if states cannot reach a voluntary agreement.

Upcoming Hearings

HB 2292: wildfire prevention authority; fund (Blackman)

House Committee on Land, Agriculture & Rural Affairs

Establishes the Wildfire Prevention Authority within the Department of Forestry and Fire Management and sets Authority membership, terms, and powers, including developing operational and financial plans and awarding grants for wildfire risk reduction and resilience projects. Creates the Wildfire Prevention Authority Fund and requires \$20 million annually from insurer premium tax revenues beginning FY2026-27 to be deposited into the Fund, with monies used for authority operations and grants to local jurisdictions with elevated wildfire risks. Requires the Authority to prioritize funding for jurisdictions that adopt building and land use codes reducing wildfire risk.

Position: SUPPORT

Hearing: February 16, 2026, at 2:00 p.m. in HHR 3

HB 2429: S/E vacation rentals; short-term rentals; occupancy (Bliss)

House Committee on Commerce

The strike-everything amendment establishes a statewide maximum occupancy standard for vacation rentals and short-term rentals of two adults per sleeping area plus two additional people (excluding minors). Expands municipal and county licensing authority by allowing denial of a short-term rental license for unpaid fines or civil penalties, extending from 12 to 24 months the period in which three verified violations may trigger license suspension, and adding building code violations that present a serious threat to public health and safety to the list of single verified violations that may result in suspension.

Position: SUPPORT

Hearing: February 17, 2026, at 2:00 p.m. in HHR 5

SB 1566: malicious delay; enforcement; penalty (Petersen)

Senate Committee on Government

Prohibits cities, towns, counties, the state, and state agencies from “maliciously” (defined) delaying responses to license, approval, or permit applications or similar requests. Authorizes the Attorney General, and county attorneys for counties, to enforce the prohibition and subjects violators to a civil penalty of \$5,000 per violation.

Position: OPPOSED

Hearing: February 18, 2026, at 7:00 a.m. in SHR 1

HB 2080: municipal general plan; adoption (Bliss)

House Committee on Government

Allows municipalities with populations between 2,500 and 10,000 whose growth rate did not exceed an average of two percent in the prior decade, and whose current general plan was previously voter approved, to submit a newly adopted general plan to voters for ratification.

Position: SUPPORT

Hearing: February 18, 2026, at 8:00 a.m. in HHR 5

HB 2375: housing; zoning; historic neighborhoods (Gress)

House Committee on Government

Exempts historic neighborhoods from the requirement that municipalities authorize middle housing development.

Position: SUPPORT

Hearing: February 18, 2026, at 8:00 a.m. in HHR 5

HB 2716: vacant; abandoned property; inspection; maintenance (Villegas)

Authorizes a city or town to adopt and enforce ordinances that require registration, inspection, and maintenance of residential and commercial buildings that are vacant or abandoned for more than 150 days. Requires such ordinances to impose owner obligations related to property security, structural safety, sanitation, insurance coverage, inspections, and payment of registration and inspection fees, and authorizes the city or town to use collected fees for public safety, administration, or repair, closure, or demolition of the property. Allows a city or town to place liens on real property to collect delinquent fees and costs and prohibits owners from avoiding compliance by transferring property to affiliated entities.

Position: **SUPPORT**

Hearing: February 18, 2026, at 8:00 a.m. in HHR 5

HB 4064: municipal improvement districts; petitions (Bliss)

House Committee on Government

Requires a governing body, before forming a municipal improvement district, to receive a petition signed by specified property owners in the proposed improvement district. Sets petition thresholds at a majority of taxable property owners and owners of 51 percent or more of assessed valuation for tax-levying districts, and a majority of real property owners and owners of 51 percent or more of acreage for other districts, with exclusions for exempt, public, and rights-of-way property and an exception for community facilities districts issuing special assessment bonds. Authorizes a municipality, if all nonpublic property owners in a proposed improvement district sign the required petition and the governing body approves it, to waive posting, publication, notice, frontage owner requirements, and protest and objection procedures and to immediately adopt resolutions to order the improvement. Requires petitions to include a maximum assessment amount and prohibits assessments from exceeding that amount.

Position: **SUPPORT**

Hearing: February 18, 2026, at 8:00 a.m. in HHR 5

HB 2290: TPT; sourcing; business location; receipt (Olson)

House Committee on Ways & Means

Modifies transaction privilege tax sourcing by specifying that a retail sales order is received only at a seller's physical business location and that the location of servers transmitting the order does not determine sourcing. Applies to taxable periods beginning on or after the first day of the month following the general effective date.

Position: **OPPOSED**

Hearing: February 18, 2026, at 10:00 a.m. in HHR 3

SCR 1027: general election day; all offices (Mesnard)

Senate Committee on Judiciary and Elections

Proposes a constitutional amendment to require that general elections for all city, town, and school district offices, be held on the first Tuesday after the first Monday in November of even numbered years. If passed by the Legislature, this legislation will be submitted to the voters at the 2026 general election.

Position: OPPOSED

Hearing: February 18, 2026, at 1:30 p.m. in SHR 2

HB 2588: municipalities; planned communities; design; prohibition. (Way)

House Committee on Rural Economic Development

Prohibits a municipality from requiring the creation of a homeowners' association, shared amenities, gated access, or other perimeter enclosures as a condition of a subdivision or development, except as required by federal law. Prohibits a municipality from adopting or enforcing design, architectural, or aesthetic requirements for single-family homes or accessory dwelling units, including requirements related to materials, colors, façades, layouts, garages, fences, or similar features. Prohibits a municipality from denying or conditioning a permit based on prohibited design requirements, Preserves the applicability of building codes, fire codes, public health and safety regulations, minimum parking requirements, and dark sky ordinances.

Position: OPPOSED

Hearing: February 19, 2026, at 9:00 a.m. in HHR 4

Session Deadlines

Every session has deadlines pertaining to bill submissions and hearings. These are established by Senate and House rule and are subject to change. This year's schedule is as follows:

February

Friday 2/20: Last day for consideration of bills in chamber of origin

March

Friday 3/27: Last day for consideration of bills in opposite chamber

April

Friday 4/17: Last day for consideration of bills in conference committee

Tuesday 4/21: 100th Day of Session

Legislative Staff

You may contact our legislative division by phone at (602) 258-5786 or by e-mail using the following information:

Tom Savage, Legislative Director: tsavage@azleague.org

Marshall Pimentel, Senior Legislative Associate: mpimentel@azleague.org



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What the League is Tracking

Stay informed about legislation that affects municipalities throughout the state. Track proposed bills and resolutions, stay updated on their progress, and actively engage in the democratic process. Here are some priority measures the League is tracking:

Legislative Bill Monitoring

League of Arizona Cities and Towns
1820 W Washington Street
Phoenix, AZ 85007
info@azleague.org



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Legislative Bulletin: Issue 6 – February 23, 2026



Legislative Update:

Welcome to the seventh week of the legislative session. A total of 2,119 legislative measures have been introduced. Last week was the final week for bills to be heard in subject-matter committees in their chamber of origin. This week is crossover week with the focus on Appropriations Committee hearings and floor action as legislators work to transmit bills to the opposite chamber.

House Resignation

Rep. Joseph Chaplik (R), who represents Legislative District 3 (Cave Creek, Carefree, Scottsdale, Fountain Hills, and portions of Phoenix), announced this week that he will resign from the Arizona House of Representatives to focus on his campaign for Arizona's 1st Congressional District. Chaplik has served in the House since 2021 and is a founding member and vice chair of the Arizona Freedom Caucus. The Maricopa County Board of Supervisors will appoint a Republican replacement to serve the remainder of his term. The timing of the appointment may temporarily affect committee membership and vote margins in the closely divided House.

League Resolutions - Municipal Priority Measures Advancing

Several League resolutions and member-city priority measures advanced out of House policy committees last week. These proposals originated from League policy resolutions or municipal priorities and address issues including vacant and abandoned properties, municipal improvement districts, budget flexibility, housing in historic neighborhoods, and local authority over short-term rentals.

HB 2375: housing; zoning; historic neighborhoods (Gress)

PASSED House Committee on Government (4-3) on February 18

Exempts designated historic neighborhoods from the statutory requirement that municipalities allow middle housing types in single-family zoning districts. This represents a priority of Phoenix residents seeking to preserve historic neighborhoods.

HB 2429: S/E vacation rentals; short-term rentals; occupancy (Bliss)

PASSED House Committee on Commerce (8-2-1) on February 17; striker adopted

League resolution. Establishes a statewide maximum overnight occupancy for vacation and short-term rentals of two adults per sleeping area plus up to two additional persons (excluding minors) and clarifies that local occupancy limits apply to overnight guests only. Expands grounds for denial or suspension of local permits to include unpaid fines and serious building code violations and extends the look-back period for repeated violations from 12 to 24 months.

HB 2716: vacant; abandoned property; inspection; maintenance (Villegas)

PASSED House Committee on Government (5-1-1) on February 18

Douglas-sponsored resolution. Authorizes cities and towns to adopt ordinances requiring registration, inspection, and maintenance of residential or commercial properties vacant or abandoned for more than 150 days, including minimum security, safety, and insurance standards and registration/inspection fees. Allows fee revenues to support enforcement and abatement and authorizes liens for unpaid costs, while preventing owners from evading compliance through transfer of property.

HB 4064: municipal improvement districts; petitions (Bliss)

PASSED House Committee on Government (5-2) on February 18

Camp Verde-sponsored resolution. Requires property-owner petitions before formation of a municipal improvement district and allows streamlined formation when all nonpublic property owners consent. Authorizes waiver of certain notice and protest procedures in fully consensual districts and requires petitions to state a maximum assessment amount that may not be exceeded.

HB 4130: S/E budgets; municipalities; amendments (Blackman)

PASSED House Committee on Government (4-1-2) on February 18; striker adopted

Prescott-sponsored resolution. Authorizes cities and towns to amend an adopted budget during the fiscal year to appropriate additional, unanticipated revenues. Prohibits adoption of new or increased taxes or fees through a budget amendment.

Session Deadlines

Every session has deadlines pertaining to bill submissions and hearings. These are established by Senate and House rule and are subject to change. This year's schedule is as follows:

March

Friday 3/27: Last day for consideration of bills in opposite chamber

April

Friday 4/17: Last day for consideration of bills in conference committee

Tuesday 4/21: 100th Day of Session

Legislative Staff

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What the League is Tracking

Stay informed about legislation that affects municipalities throughout the state. Track proposed bills and resolutions, stay updated on their progress, and actively engage in the democratic process. Here are some priority measures the League is tracking:

Legislative Bill Monitoring

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