NOTICE OF REGULAR AND SPECIAL MEETING OF THE TOWN COUNCIL

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

TIME: **5:30 PM - REGULAR AND SPECIAL MEETING**
DOORS OPEN 15 MINUTES PRIOR TO THE START OF THE MEETING
WHEN: **TUESDAY, JUNE 2, 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. Provided by: Pastor Dee Pavia, Christ's Church

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**

7. **PRESENTATIONS**

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 Town Council Regular Session minutes of April 21, 2026, and May 5, 2026.

   b. **CONSIDERATION AND POSSIBLE ACTION:** Approving Resolution 2026-12, the Dissolution of the Eagle Mountain Community Facilities District.

   c. **CONSIDERATION AND POSSIBLE ACTION:** Approving Resolution 2026-14, the Fourth Amendment to the Intergovernmental Agreement with the Maricopa County Library District Relating to the Operation of the Town of Fountain Hills Branch Library.

   d. **CONSIDERATION AND POSSIBLE ACTION:** Approving Resolution 2026-16, designating Paul Soldinger as the Chief Fiscal Officer for officially submitting the Fiscal Year 2026-27 Expenditure Limitation Report to the Arizona Auditor General.

9. **REGULAR AGENDA**

   a. **PUBLIC HEARING, with CONSIDERATION AND POSSIBLE ACTION:** Relating to Ordinance 26-06, amending the Fountain Hills Zoning Ordinance, Sections 1.12, and

2.04 A and F; and adding Section 19.06 H, to provide for site plan modifications and murals.

b. **CONSIDERATION AND POSSIBLE ACTION:** Regarding the six-month extension of SUP25-000002, located at 13212 N. Saguaro Boulevard, approving the reduction of up to nine parking spaces to provide for a new drive-through lane.

c. **CONSIDERATION AND POSSIBLE ACTION:** Regarding Cooperative Purchasing Agreement 2026-063 with Duncor, L.L.C. d/b/a Summit West Signs for Illuminated Street Name Signs.

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. RECESS REGULAR MEETING / OPEN SPECIAL SESSION

a. **PUBLIC HEARING, with CONSIDERATION AND POSSIBLE ACTION:** Relating to Resolution 2026-11, approving the final budget for the Town of Fountain Hills for the fiscal year beginning July 1, 2026, and ending June 30, 2027; and Resolution 2026-15, establishing the FY2027 Budget Implementation Policy, Related Employment Files, and Comprehensive Fee Schedule.

11. CLOSE SPECIAL SESSION / RECONVENE REGULAR MEETING

12. CALL TO THE PUBLIC

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

13. 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.

14. FUTURE AGENDA ITEMS

15. ADJOURNMENT

Dated this 27th day of May, 2026

Bevelyn J Bender

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: 6/2/2026
Meeting Type: Town Council Regular and Special 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 Town Council Regular Session minutes of April 21, 2026, and May 5, 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 approval of Town Council Regular Session minutes of April 21, 2026, and May 5, 2026.

Suggested Motion

MOVE TO APPROVE the Town Council Regular Session minutes of April 21, 2026, and May 5, 2026, as presented.

FISCAL IMPACT

Fiscal Impact: N/A
Budget Reference: N/A
Funding Source: N/A

ATTACHMENTS

1. 2026.0421.TCRS.VERBATIM.TRANSCRIPT.a
2. 2026.0505.TCRS.VERBATIM.TRANSCRIPT

TOWN OF FOUNTAIN HILLS
MINUTES OF THE REGULAR SESSION
OF THE FOUNTAIN HILLS TOWN COUNCIL
April 21, 2026

A Regular Meeting of the Fountain Hills Town Council was convened at 5:30 p.m.

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

Councilmember Allen Skillicorn attended by telephone conference call.

Councilmember Hannah Larrabee was absent

Staff Present: Town Manager Rachael Goodwin; Town Jennifer J. Wright; Town Clerk Bevelyn J. Bender

Post-Production File

Town of Fountain Hills

Town Council Meeting Minutes

April 21, 2026

Transcription Provided By:

eScribers, LLC

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

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

(Pledge of Allegiance recited)

MAYOR FRIEDEL: And if you choose to remain standing, the invocation will be provided tonight by Vicki Dirksen.

DIRKSEN: Please join me in pausing together in a spirit of gratitude and reflection. We give thanks, each in our own way, for this community we all choose to call home and for the opportunity to gather so we can make it a better place for tomorrow. We are grateful to wake up to the sunrise over Four Peaks, a place that has been sacred for generations before Fountain Hills came to be.

We are grateful to the passionate business owners who provide us with places to gather and meet our daily needs. We are grateful for the visionaries who bring new ideas that improve our well-being and sense of placemaking. We are grateful for leaders who are solution-oriented to help us overcome our challenges. And when night falls, we are grateful that we can still see the stars. May we be reminded that a meaningful life is one rooted in ser, compassion, and connection. And may we all be inspired to continue that work in our own way, strengthening this community for generations to come.

MAYOR FRIEDEL: Thank you. Town Clerk, can we get a roll call, please?

BENDER: Mayor Friedel.

MAYOR FRIEDEL: Present.

BENDER: Vice Mayor Earle.

EARLE: Present.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Here.

BENDER: Councilmember Watts.

WATTS: Here.

BENDER: Councilmember Larrabee?

Councilmember McMahon.

MCMAHON: Here.

BENDER: Councilmember Skillicorn.

SKILLICORN: Present.

MAYOR FRIEDEL: Thank you. We'll move on now to the summary of current events by Town Manager Rachael Goodwin.

GOODWIN: Thank you, Council. Good evening, everyone. I have just a few updates I wanted to share. This Saturday we'll be hosting our Spring Movie in the Park and the American Car Show and Parade as all part of the community celebration of America's 250th. The American Car Parade will begin at 5:30 on Saturday near Saguaro and Parkview.

The route will travel around the fountain, up and down the avenue, and then conclude on Saguaro Boulevard with cars remaining on display. A special thank you to the Fountain Hills Auto Club and Peter Volney for helping organize the event. The parade will feature 55 American cars in a red, white, and blue sequence, and the parade will be accompanied by rolling street closures and led by our own MCSO mounted unit. Following the parade, roughly 7:30, 7:45, we will show National Treasure on a 60-foot screen in Fountain Park near the amphitheater. Popcorn, hot dogs, and hamburgers and other goodies will be available on site.

So a good Americana celebration. One other update for the community is regarding the EPCOR mainline replacement work, which is now underway along Palisades and Shea Boulevard. If you've been over there, you probably noticed the traffic impacts. Residents should expect that those traffic impacts will be rolling throughout that project. We encourage folks to subscribe to the town's text alert system for

notifications regarding traffic changes or to visit the town's website for the most up-to-date information as the project progresses.

A reminder, this is a large project and will be several months, probably taking us at least through the end of the year, if not into the new year. So it is a very big project, but one that is very needed for that replacement. Mayor FRIEDEL, with that, those are my updates.

MAYOR FRIEDEL: No apple pie for the event? Just kidding.

GOODWIN: You know, you never know. You never know.

MAYOR FRIEDEL: Okay. We'll move on to presentations. Rachael?

GOODWIN: All right. First up, I believe we have Director Snipes. He's going to be doing a shared presentation between himself as well as Director Weldy. Both Community Sers as well as Public Works sort of share our capital improvement project responsibilities, so Kevin's going to be reviewing those that are within our parks, and then Justin will be reviewing those that are outside throughout our community.

So with that, I will turn it over. And just a reminder, these are updates about our current CIPs. This does not forecast future CIPs, but just where we're at to date on the FY26 projects since we're coming into the last quarter of the year. All right. With that.

SNIPES: Right on. Thank you, and Council. We're here tonight to talk about the capital improvement projects and where we're at as we're coming down to the end. We have a lot of projects that are underway and many that have been completed as well. So some of these we've talked about earlier this year that are completed and were completed earlier. So we'll kind of move through those.

The Golden Eagle Playground replacement's done and open and operational. We added in the rest of the event receptacles on the avenue, got those taken care of as well as added the new shade structure. The community center, we did the fans and the lights that have made a huge difference over there. That's something that was completed right at the beginning of the year and has been a huge success for keeping the area

more consistently cool, as well as having better lighting in the entire facility. Here's kind of a breakdown of those costs. And again, we talked about these earlier, so I'm just kind of moving through those at a quicker pace.

SNIPES: We're out for bid currently. We'll be getting that bid back here by the end of April for Skyview Park. We're excited about having a lot of people involved in coming in for the pre-bid, so hoping to get a really good response on this one. We just started the lighting of the Centennial Shade project, which includes doing the shoebox lighting around the edges of the Centennial Pavilion area, as well as we added some down lighting to the outside of the shade poles that you can see there.

They're really slim to where they don't take up a lot of eyesight, I guess, for the area, but they'll still provide good lighting as well as being at a good light temperature for the neighbor next door with our Dark Sky Discovery Center. While we were doing this project, we found that the electric power box that was over in that area that supplied power to all the outlets and lights that were there was pretty risky when we got into it, and so we decided to go ahead and move that out of the walkway where it was originally and moved it into the granite area right next to the walkway to get it out of the way.

It ends up being an upgrade, but we were nervous about how close the electrical bars were to the outside of the box, so we made that upgrade as well during this process. They'll be back next Monday to continue on doing the strip lighting that goes up underneath and run all the wiring that needs to go to everything. So hopefully here in a couple of weeks, we'll have that area lit up with the new lighting.

SNIPES: We just completed the bid for the ramadas at Fountain Park yesterday. We haven't done an official announcement yet. We want to do some background on the company that was our low bid for that, but everything looks good so far. So we'll probably be doing that official announcement tomorrow to the company so that we can get that project moving as well.

For the Fountain Park shade pad lighting, we've been meeting with the vendors and have a design in place, and we're just waiting on some numbers to come in so that we can get those ordered and put in. The Desert Vista Dog Park improvements will begin last week of May to first week of June, and probably keep the dog park closed through the month of June.

So just a heads up to everybody that while we're in there doing that work, we won't be open so the contractors can do what they need to do. And the next one there, the Desert Vista and Four Peaks electrical building we talked about earlier, we're still working on trying not to have to use this design money at all. That's our goal, and just be able to use the design-build for next fiscal year. With that, I'll take any questions.

MCMAHON: Thank you, Mayor. What is the upgrade that's going to be done for the dog park?

SNIPES: So there's several things that are coming in. We've had a lot of issues around the splash pad area there with flooding and causing mud puddles, and so that's being taken out and a new drainage system put in to improve that. Leveling of the turf areas to help get the water and rainwater to wash out better, as well as just filling in the holes that are there.

And then we're going into each one of the shade structure areas and cleaning up those. The way they were originally installed made it to where everything was at different levels, and so we're going in to clean up those areas as well. And then there's a few other housekeeping things that are going on in there as well.

WATTS: Kevin, without disclosing -- without disclosing who the successful bidder was on the ramadas, are we at, below, or above our original estimate?

SNIPES: We were right just below it.

WATTS: Just below it. Nice. Because the other ones came in reasonably close, for the most part, under.

SNIPES: Yeah. We had some that were a little bit --

WATTS: A little.

SNIPES: -- way over and --

WATTS: Way over. I missed that one.

SNIPES: We had some way over ones too. Yep. So it's pretty typical. I mean, when you have -- I think we had 13 or so businesses that put in for it. So you get that sometimes too. But we were happy with the numbers. There were several that were right within that range.

WATTS: Good. Thank you.

MAYOR FRIEDEL: Thank you.

SNIPES: Thank you very much. Appreciate it.

It's all yours, sir.

WELDY: Good evening, Mayor, Councilmembers. A lot of the projects that we're going to take a look at tonight, we've discussed in the past. Some of them are multi-year projects and others are new projects. As we go through these, if you have any questions, please feel free to take a moment and we'll pause and we'll discuss it. The first one is a multi-decade project, and this is just another section of Shea that is currently underway. The renovations and widening to Shea began shortly after the town incorporated.

As a reminder, it was part of the agreement when the Department of Transportation from Maricopa County granted the Shea Boulevard to the town of Fountain Hills. The agreement was that the town would continue to use the tax funding provided by the entire State of Arizona through the transaction tax to continue to make those updates. So this one right here is just the most recent one. As you all know, the engineer's estimate for this was about twice of what the qualifying bid was for. We have made some minor changes out there to reduce the overall cost, some value engineering, but the project is currently about three weeks ahead of schedule.

WELDY: This was a council project right here, the full-depth repaving of Palomino. This project is substantially complete. The definition on that is that we can use it. There are going to be some temporary pavement markings in the form of waterborne paint in the coming days. We had to make some minor changes there. In about 35 to 40 days, the permanent, which is thermoplastic paint, will go down along with the reflective and/or raised pavement markers.

This is the marked pedestrian crosswalks throughout the downtown and other locations. For the Council's information, we have two additional locations that are slated for this year. One of those is on Saguaro at Monterey, crossing Saguaro. The other one is on Saguaro at La Montana. So those two locations there, we have sidewalk on either side at La Montana and Saguaro, and then we're going to discuss the sidewalk on Saguaro and Monterey here shortly.

WATTS: Can we go back, please? And looking at the budget and what's expended, do you anticipate there being any money left over? Because I think when we approved this, there weren't any sidewalks. And not to put you on the spot, but I was wondering if there are sufficient funds left over, if maybe we can revisit sidewalks, or once it's done, there's not going to be any room for sidewalks.

WELDY: Mr. Mayor, Councilmembers, so that discussion has passed, and right now it just wouldn't be cost effective to go back in and add that. And the people spoke clearly on behalf of that area and indicated they did not want them. The green number that you see here is what is available in the budget, so that will remain an unspent fund balance that'll go back into the budget and remain there. You're welcome.

WATTS: So Justin, when you say that's the unspent balance, the budget was 5.4. Construction bid was $3.2, call it. So we've got $2.2 left, all said and done. So how do we end up with the budget available of $4?

WELDY: The budget available of $4 was the entire amount approved by the -- and Council. We will subtract from that the bid, and then we anticipate based on some value engineering and minor changes that we will also be below the original bid amount.

WATTS: So we'll be something underneath, call it about 3.8, somewhere in that area.

WELDY: Right. In that general area. We're kind of ballpark right now. We won't know until we finalize some discussions with the contractor and get the final pavement markings down.

WATTS: Right. Thank you.

WELDY: You're welcome. This is a multi-year project. In the past week and a half, we upgraded and/or repaired the area on northbound Palisades at Westridge. This is a multi-year project that's underway. We currently have about eight that have not been installed. The plan is to install those in the next two to three weeks, and then after all of them are installed, town staff will take a look at them and make any additional necessary corrections to the text and/or the arrows and their orientation up, down, left, or right. When it's all finished, it will all be correct before we make final payment.

WATTS: Yeah, we have heard some of the signs are incorrect. And you say when it's finished -- can you just project finish dates and then when the corrections will be made?

WELDY: Mr. Mayor, Councilmembers, the end date is June 30th. They have until June 30th to complete it. We will issue a certificate of substantial completion. There will be 30 days beyond that date that they will be required to make any additional changes and/or upgrades. You're welcome.

WELDY: This is the Golden Eagle Impoundment Phase 2. Staff was in front of the -- and Council just a few short meetings back, asking for some additional funding to complete the design of Phase 2. As a reminder, the plans are currently in the hands of two state agencies, and the timeframe for completing that review is not yet known. We anticipate that the design will be completed by the end of June, but we'll see based on

their return. This is a couple of the stormwater rehabilitation projects that we have completed.

One of them is not yet underway. We had some minor challenges in regards to contracts. We did go to bid on this one for the construction, and then we solicited and received several qualifying surveying contractors, and then the scope was sent to them. So this one is probably about three weeks out before it gets started, the one down on Nielsen. This is the downtown streetscape improvements, Phase 1. We had several discussions about this, and in fact there was just an open house on this phase of it. Again, this is the design for that section. That was quick. Any questions? Awfully quiet.

GOODWIN: Mayor, our next presentation is by Justin as well. We just kind of completed our CIP outlook, so moving a little bit broader, Director Weldy is going to share with us a more Public Works update regarding the other elements going on around town this year.

WELDY: Thank you for the opportunity. This is an overall reaching update on Public Works and all of its divisions. The first thing we're going to focus on is paving. Now bear in mind that what we're going to be discussing tonight in regards to paving projects are not the capital paving project, which is on Palomino. This is all the rest of it approved by the Mayor and Council.

As you can see, with the monies approved by the Mayor and Council, we have completed up to date not quite a half mile, but by the time we're finished in June, we will have a little bit over nine lane miles paved. That's a considerable amount of paving for a small community. During this timeframe, and less noticeable to those, contractors have been out crack filling several of the areas that were approved by the Mayor and Council. The next portion of that is the preservative seal.

WELDY: We're going to move on now to the Street Department and some of their activities. We have certainly discussed in the past, and we're going to talk about it again here tonight, what Public Works and its divisions do go on around the clock, 24 hours a

day regardless. This is just an example: 138.5 hours. That's when Public Works staff was called out after all the buildings were closed to address numerous things, from water main breaks to help to clean up after crashes or to put up a sign after a crash.

There are a lot of things that we could come in for overnight. Oftentimes it may be a wild animal that was struck that is in the road. This is an initiative by the Mayor and Council to get out and take care of some of these potholes. It's a combination effort between town staff and a contractor. We've had a contractor under contract for the past few weeks.

They've been out every other week. Most recently they were on King Street. Prior to that, they were on Palisades between Saguaro and Fountain Hills Boulevard. Prior to that, for one of the first outings, they were on Fountain Hills Boulevard. So they'll be returning to Fountain Hills Boulevard north of Palisades next week to work on some additional stuff there.

WELDY: It's also important to note, and we brought this up in discussion a couple of times over the last two or three years, for the majority of the time after incorporation, very little additional landscaping has taken place, primarily on Saguaro. There are other sections such as Palisades between Shea and Golden Eagle Boulevard. Those were landscaped as part of a development agreement. Saguaro was existing at incorporation, but for monies collected in regards to insurance claims and/or damage for storms, little to no trees and/or shrubs were planted.

Under the current Mayor and Council and the Town Manager, we have changed that and began to spend some of the money that we collect through insurance via vehicle damage and/or storm damage and plant trees. Last year we planted, I think, 38 trees, and this year 45 trees went in. This is part of our effort to keep materials out of the washes and the alleys and from piling up around town. We have two dumpsters at the street yard. One of them is for green waste and the other one is for non-ferrous metals. These things fill up on a regular basis. They're not real big.

These are 20-yard dumpsters, but on average, we send them out about two times a month. The funds are not much, about $500, but it goes back into the street fund and we use that for our sign program.

WELDY: We're going to move now to facilities. And oftentimes when we're discussing contracts for facilities, be it for maintenance and/or repair, we tend to focus on that and a little less on what the plant mechanics and the supervisors and their contractors take care of day in and day out. This is another division of Public Works where someone is on call around the clock regardless, because we need to keep all of the buildings on the Town Hall campus functioning. This was the chiller replacement. This was budgeted out of our facilities reserve funding.

Mayor and Council approved a contract for this two times. There was a little bit of a delay because of some shipping issues. These are some of the things that our two plant mechanics and the supervisor have completed over the last several months. And you'll note that the majority of these are directly related to first responders, the fire department being able to get in and out of their facilities. And then there's some other stuff that was past initiatives of the Council.

The electric vehicle charging stations, their card readers, and -- or we refer to it as the head -- had become obsolete and mostly inoperable. The other one, and this is important, there are a few members of the Council that recognize that these buildings have to have annual inspections from outside agencies and/or outside professionals. The fire alarm and the sprinkler annual reviews have been completed as part of that.

WELDY: Here's -- this is on to the environmental programs. This was the Household Hazardous Waste event held last November. As you can see, there's a considerable amount of material that was collected. Each of the items that are collected here are disposed of in the appropriate location under the guidelines of either the county, state, and/or federal government. None of these materials go into the landfill. They're treated in another manner. This is our electronics recycling: 10,620 pounds, well, five tons of material.

All of this material, with little exception, is repurposed and recycled. There is a small percentage of it, of the older TVs, that actually have to be shipped to California. They have a specialty facility there that processes those. So when residents ask if they'll take this type of TV, there's typically a fee for shipping it to that location. Any more questions? Awfully quiet. Thank you for the opportunity.

MAYOR FRIEDEL: Thank you. We'll move on now to proclamations, awards, and recognitions, and we're going to start out with the Mayor's Business Spotlight. And tonight, we're going to spotlight Saddle Bronc Grill. This month, it's my pleasure to recognize a true Fountain Hills favorite, Saddle Bronc Grill, as our 's Business Spotlight. Saddle Bronc Grill has been more than just a restaurant. It has become a beloved gathering place and a cornerstone in our community.

What began as Barb's role as a hostess in 2009 quickly evolved into an opportunity for ownership for Barb and Brad Tisch. In April 2016, and over the past ten years, their leadership and dedication have helped transform the restaurant into one of Fountain Hills' most cherished local establishments. Known affectionately as the Cheers of Fountain Hills, Saddle Bronc Grill offers more than exceptional food. It offers a connection, friendship, and a sense of belonging. With familiar faces at the bar each evening, longtime staff members and customers who feel like family, the restaurant has created a welcoming atmosphere that reflects the heart of our town.

Saddle Bronc is known for its fresh-made daily comfort food and classic American favorites, from cheeseburgers and ribs to chicken -- I'm sorry -- to chicken dishes and more. Anybody hungry yet? All paired with live music and warm hospitality. Its commitment to quality and consistency has earned multiple community recognitions, including Valley Favorites Award and being named Restaurant of the Year twice by the Fountain Hills Chamber of Commerce.

What stands out most is Saddle Bronc Grill's commitment to the community. Barb's belief in giving back to customers and treating every guest like family has created a lasting loyalty and a strong word-of-mouth reputation throughout Fountain Hills. On

behalf of the Town of Fountain Hills, we thank Barb and Brad Tisch and the entire Saddle Bronc team for ten years of outstanding ser, hospitality, and community spirit. Congratulations on being recognized as this month's Mayor's Business Spotlight. Come on down, would you please?

TISCH: I just want to say thank you, Mayor and the Council, and everyone, for your long support. Ten years has flown by pretty quick, and we're looking forward to the next years to come. Thank you all for your support.

MAYOR FRIEDEL: And next up, we have the 's Veteran of the Month. So tonight, we're recognizing YN3 Sanford "Sandy" Borkin. Sandy was born and raised in Minneapolis, Minnesota, and is a graduate of the University of Minnesota. He enlisted in the United States Navy in 1969 and served honorably aboard the aircraft carrier USS Enterprise, where he was a CVN-65 -- and he can tell you what that is -- in the Tonkin Gulf during the Vietnam War, earning Vietnam service medals in recognition of his dedicated ser. He was honorably discharged in 1973.

Following his military service, Mr. Borkin built a distinguished career in management with Nordstrom's department store. In 2003, Sandy and his wife Faye made Fountain Hills their home. A life member of VFW Post 7507, Sandy has held numerous elected leadership positions and continues to provide outstanding volunteer ser in support of fellow veterans. He has also generously contributed his time as a volunteer with home-delivered meals, further demonstrating his enduring commitment to serving others and strengthening this community. Sandy, come on down and be recognized.

BORKIN: Well, it was a long time ago that I was in the service, but I'll tell you, I loved every minute of it. I didn't think I would when I first went. In fact, when I first got to the Enterprise, the ship scared the heck out of me. It was so big. But I'll tell you, I am so glad that I did it, and I'm so glad that I joined the VFW, and it's been a great ride. So to all my comrades, all my friends out there, thank you so much for coming to share this evening with me. I really appreciate it. Thank you. And thank you to the Council too.

MAYOR FRIEDEL: Thank you for your service. Okay, now we'll move on to our Consent Agenda. Did you want to remove something, Gayle?

EARLE: Yeah, I request that we move the Consent Agenda B, approving a request for Turf Paradise to operate off-track pari-mutuel wagering -- wagering -- I can't say it -- off-track betting at Parkview Tap House. I'd like to put that on the regular agenda.

MAYOR FRIEDEL: Okay, so that will become the first regular agenda item. So can I get a motion for the other --

MCMAHON: Motion to approve Consent Agenda A.

MAYOR FRIEDEL: Is there a second?

EARLE: I'll second that.

MAYOR FRIEDEL: We have a motion and a second for Consent Agenda. Roll call, please.

BENDER: Councilmember Skillicorn.

SKILLICORN: Yes.

BENDER: Councilmember McMahon.

MCMAHON: Yes.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Aye.

BENDER: Councilmember Watts.

WATTS: Yes.

BENDER: Councilmember Larrabee?

Vice Mayor Earle.

EARLE: Aye.

BENDER: And Mayor Friedel.

MAYOR FRIEDEL: Aye.

BENDER: Mayor, 6-0.

MAYOR FRIEDEL: Thank you. All right, moving on to the regular agenda item now. We have the previous Consent Agenda item approving the request for Turf Paradise to operate off-track wagering at Parkview Tap House. Go ahead, Gayle.

EARLE: Can we have some history on that?

MAYOR FRIEDEL: Rachael?

GOODWIN: Sure. I'm going to ask for John Wesley, whoever maybe has some details for us that can just give a brief overview. This one has been -- this is not a typical request. It's not something we see very often. So I certainly understand wanting to talk about it. Internally, it actually touches a number of different departments. So John has been helping with the support of both Bev and Paul Sollinger out of finance. So can you give us an update, John?

WESLEY: Yes, Mayor, Council, I'll be very brief because I don't have a whole lot to add, but we'll see what questions you have. So the state statutes allow for these off-track betting facilities to go into communities and requires the state approval. But part of the state approval is it also receives the local jurisdiction approval. So that's what we're going through this evening. There's nothing specific in our ordinances at this time that govern these.

And so the Council is kind of free in that regard to consider what the needs are. We did reach out to neighboring communities that might be impacted by this, the two Native American communities, and they sent back responses that they had no issues with it going in. So it's here with the recommendation for approval.

EARLE: Can you tell us, did they have this license before?

WESLEY: Vice Mayor, I'm not sure, actually. As we've discussed before, I believe they had it or at least applied for it, but I'm not sure if it ever actually was implemented. That's where I'm fuzzy.

GOODWIN: Mention is, it's been approved previously by this body, and whether it was implemented or it expired or not, but yes, it has been approved previously.

EARLE: Okay, thank you.

MCMAHON: Thank you. I haven't heard of this before, so I don't remember approving it in the last five years, but possibly we could have. This is gambling, correct?

WESLEY: Yes.

MCMAHON: It's betting on horses, dogs?

WESLEY: Horses, I believe.

MCMAHON: Okay. I've never really seen this. I know that it's in a couple other towns, but we have a casino a couple miles away that has the same betting. So I'm having difficulty understanding why we need this in town at a bar and a tavern, because I think that it's just going to open it up. If we say yes to one, then it's just going to piggyback. We're not going to be able to say no to other restaurants or bars that may want this. So I'm not going to be for this.

I'm very concerned about it. I don't think it fits within Fountain Hills. I don't think it fits within our image. And so I'm not for it. I mean, there's a casino that has huge restaurants, huge jumbotrons and everything where you can sit and bet there. And I don't think this belongs in our town. And that's my personal opinion. Thank you.

WATTS: Thank you, Mr. Mayor. This might be a little bit in the weeds. I know that the Tap House has had that in the past. And I don't really have any problem with it, but I do have a question, and that is normally when you bring gambling into a town or facility or reservation, there are programs designed for gambling addiction and money to be put aside.

So people that are a victim of too much gambling, they lose their homes and everything. Has that been accounted for here, that there'll be programs set aside for people that have gambling addictions based on us opening this facility in town?

WESLEY: Mayor, Councilmember, I'm not aware of anything specific associated with this particular facility coming in that something along that line is being done again specifically for this beyond what is just generally known and advertised, as you've mentioned.

WATTS: Yeah, if we could maybe reach out at this point, I'm going to vote yes. But if we could reach out and see if there's a provision for that, I would appreciate that.

EARLE: I don't believe there is. There's no requirement for them to have it. This is simply just the permit from the state to allow the activity offsite. Again, other facilities, as the mentioned, whether it's casinos or other large facilities, yeah, they do have those resources. That's not part of this conversation in regards to this off-track betting request.

WATTS: Okay. Because I know all the major gambling sites, they do have the disclosure here and there. And then if you are addicted, call this phone number and there's programs available. It'd be nice if there was some consideration given to that.

GOODWIN: Mayor, if I may, the applicant is here and may be able to help address that question if you'd like to hear from him.

UNIDENTIFIED SPEAKER: So John, I support this. I think Turf Paradise, having been there numerous times myself, they run a great operation. I think the off-track betting -- I'd rather have people sitting in a restaurant in our town buying food and so on and the sales tax. So I think it's -- but I do think that it also provides an opportunity for us to look at our ordinances for zoning and see how we can include them and minimize the impact. I don't want one on every corner. So maybe we should take a look at that, put it on the agenda for some time in the future.

WESLEY: Yes, Mayor, Councilmembers, I have noted in some other communities they have made provisions within the zoning ordinance. We haven't here, but we could look at that in the future.

MAYOR FRIEDEL: And I would just like to add that I think any enhancement that one of our businesses can have, why not? They're in business to make a living, and if it attracts more customers and we get sales tax revenue from them eating and drinking at any establishment based upon the ser that they offer, I think that's a good thing for the town and the community.

They had it once before. I don't see a problem with it going forward. And I also think, to address councilwoman Kalivianakis' question, I'm sure there's certain disclosures that are inherent with this type of operation that will be provided to people if there's an issue. And that's probably state-regulated, is my guess on that.

KALIVIANAKIS: Do the casinos profit from this? I know I see that there's letters in here, but I don't know how that works. Do you know how that works?

WESLEY: Mayor, councilmember, no, I don't.

KALIVIANAKIS: Okay, could anybody answer that question?

GOODWIN: I don't believe that the request before you tonight is affiliated with either of the casinos, whether it be Salt River or Fort McDowell. We gave them more of a courtesy to let them know that this was coming before you to see if they had any objections. Obviously, their letters represent that they do not, so they are not opposing it. But no, they don't have any direct benefit from it.

KALIVIANAKIS: Thank you.

WESLEY: Are we going to allow any public comment on this since we changed this and let it come up to a regular agenda item? We didn't have time for any comment cards or anything, so I'll ask the Town Attorney, is there -- if there's somebody in the audience that wants to comment, should we -- can we allow that?

WRIGHT: I think the public comment, they're allowed to request to discuss the Consent Agenda item, but considering this was moved and maybe they didn't know they could request, I think that we could make a -- if that's up to the body. I mean, it's really maybe a motion to accept public comment.

MAYOR FRIEDEL: So I'll make a motion to amend the rule and I'll allow public comment on this item since we moved it from consent to regular. We'll need a second for that.

EARLE: Second.

MAYOR FRIEDEL: Okay, all right, can we get a roll call on that motion?

BENDER: Councilmember Skillicorn.

SKILLICORN: Yes.

BENDER: Councilmember McMahon.

MCMAHON: Aye.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Aye.

BENDER: Councilmember Watts.

WATTS: Yes.

BENDER: Vice Mayor Earle.

EARLE: Aye.

BENDER: And Mayor Friedel.

MAYOR FRIEDEL: Aye.

BENDER: Mayor, 6-0.

MAYOR FRIEDEL: Thank you. So do we have anybody in the public that wants to make a comment? Step up, identify yourself, and then go ahead.

JOHNSON: Honorable Mayor, members of the Council, my name is David Johnson. I am the president of Turf Paradise. I also oversee the off-track betting operations there. My residence is at 314 South 122nd Lane, Avondale, Arizona. So I am not a resident of the Town of Fountain Hills. What you have before you is a request for off-track betting.

This is, as John stated, this is an activity that was approved by the State Legislature many years ago, over 40 years ago.

Since it's been approved, we have operated over 100 locations, and out of those locations, we've only had two that have ever had any incidents. Everybody who is involved in this activity is going to be given a background check by the Arizona Department of Gaming. They are also going to be given an FBI background check. To answer some of the questions that were asked by Councilmember McMahon, the Indian tribes do not benefit from this.

This is not an activity that the tribes participate in. It's pari-mutuel wagering on horse racing, and the Indian tribes have elected not to have off-track betting. If they did wish to have it, they are always welcome to it, but it's just something that they haven't done. Fort McDowell used to have one many years ago, over 20 years ago, but they closed it down. To answer your -- and I'm sorry Councilmember, I can't pronounce that -- but yes, there are programs that we do work with the Arizona Department of Gaming, as far as self-help.

Those are the same programs that the tribal casinos use, as well as all of the sports betting companies as well. So our primary activity is between 11 a.m. to 6 p.m. So we're primarily a daytime activity. We don't conduct nighttime activity. And it's like you said, it's a business enhancer. It's going to help the local business. It's going to bring people to that facility that will eat and drink and generate tax revenue. But it will also keep people here.

I can tell you that a lot of the people that do business at my locations in Scottsdale are Fountain Hills members, town, they live here, they're residents, and they're traveling out of your town to do business in Scottsdale because this activity isn't provided for them anymore. It has been in the Parkview Tap House before. It operated without any incident. Unfortunately, the previous owner of Turf Paradise wanted to see more activity, so he decided to close it. We have new owners of Turf Paradise. We're trying

to grow. We're trying to do things right. And I've been asked to come back and see if it would be possible to return the activity here.

MAYOR FRIEDEL: Yeah. Thanks for coming all the way from Avondale and to illuminate a little further what would -- a Consent Agenda item turned into not. But I'm sure we all appreciate you coming here tonight and explaining in a little more detail.

JOHNSON: No, you're welcome.

MAYOR FRIEDEL: Thank you. We have another speaker.

UNIDENTIFIED SPEAKER: I don't know if it's necessary, but I did send an email earlier to some of you, and I just wanted to make a public statement because I don't see how there could be any reason to deny this. We serve alcohol in Fountain Hills. We serve cannabis. There can be addiction problems with both of those things. Betting, everybody knows there can be gambling problems.

But my bigger thing was, yes, let's keep the people in Fountain Hills who might be inclined to go out of town. And if you're going to come in, let's say to the Tap House, you may have a beverage, you may have a lunch if it's daytime, you may have an early dinner. All that sales tax for us. And I did read the two letters from both of the tribes, and neither one of them had a problem with it. So we're not anybody's nanny. So let people take responsibility for themselves. I say approve it. Thanks.

KALIVIANAKIS: I would like to make a motion to approve the request from Turf Paradise. Oh, is there another comment? Oh, sorry.

MAYOR FRIEDEL: Please come on up.

SCHLACHTER: Jean Schlachter, 31-year resident of Fountain Hills. And you all read my email today, I assume. And the two things that I wanted to make clear is, one, that it is an addiction, gambling, and that in fact suicide rates are highest among the addiction for gambling than any other mental health issue. So that's an issue, and we certainly don't want to encourage gambling as a community. And so I think that's a major issue to consider.

And also, as I indicated, that there's 12 cities and towns in Maricopa County that have off-track betting, and only one is smaller than Fountain Hills. They're all large cities that can support the infrastructure, the law enforcement, the addiction issues, and we can't do that. So that's why I wrote the letter. And I'm kind of disappointed in what I heard tonight. So thank you.

MAYOR FRIEDEL: Yes, sir. Sure, come on up.

BLECKER: Good evening, Mr. Mayor. Shelby Blecker. Good evening, Councilmembers, resident of Fountain Hills. Former resident of Los Angeles, California. There are plenty of small towns in and around the outskirts of Los Angeles that have pari-mutuel betting. They make revenue. It provides services for the town. It keeps people in the town. I don't see any reason why we should allow tax revenues and tax dollars to go out of town.

These small towns do not have necessarily gambling addiction problems. I mean, that's always going to be a case, and it can be a concern. I don't think Maricopa County Sheriff's going to have a problem with it. You've already heard from the applicant that said we removed it before because there wasn't enough business in town. If there's not enough business, then they'll remove it again. But if we can keep tax revenue in town, that's a major thing. If we can keep residents in town staying in town instead of going to Scottsdale, I think that's a major thing. And I think you should all approve this. Thank you.

MAYOR FRIEDEL: Thank you. Brenda, you had a motion?

KALIVIANAKIS: Yeah, my motion was to approve the application for the Turf Paradise to be located at the Tap House in Fountain Hills, Arizona.

EARLE: Second.

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

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Aye.

BENDER: Councilmember Watts.

WATTS: Aye.

BENDER: Councilmember Skillicorn.

SKILLICORN: Yes.

BENDER: Councilmember McMahon.

MCMAHON: Nay.

BENDER: Vice Mayor Earle.

EARLE: Before I vote, may I explain? I just appreciate Mr. Schlachter -- if I said that right -- bringing this to our attention so that we could discuss it publicly and I could learn a little more about it. And I will approve it. Thank you.

BENDER: And Mayor Friedel.

MAYOR FRIEDEL: Aye.

BENDER: Mayor, 5-1.

MAYOR FRIEDEL: Thank you. All right, we'll move on now to the rest of our regular agenda. Right now I've got -- I'm moving to approve Council Subcommittee B's recommendation to appoint two members to our Planning and Zoning Commission. So right now I'm going to move to approve Scott Schlossberg and Nick Proctor, both incumbents, for our Planning and Zoning. And I will ask if there's any comment cards on this.

BENDER: No, Mayor.

MAYOR FRIEDEL: Okay. And then is there any Council discussion on this? No. Okay, I'll request a second then on the motion.

KALIVIANAKIS: I'll second that.

MAYOR FRIEDEL: So we have a motion and a second. Can I get a roll call vote, please?

BENDER: Councilmember Skillicorn.

SKILLICORN: Yes.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Aye.

BENDER: Councilmember McMahon.

MCMAHON: Aye.

BENDER: Councilmember Watts.

WATTS: Aye.

BENDER: Vice Mayor Earle.

EARLE: Aye.

BENDER: And Mayor Friedel.

MAYOR FRIEDEL: Aye.

BENDER: Mayor, 6-0.

MAYOR FRIEDEL: Thank you. And we'll move on to the next consideration. We've got approval of Council Subcommittee A recommendation to reappoint members to the Community Sers Advisory Commission. And at this time, I'm going to make a motion to reappoint Craig Rudolphy at this time to that Council. Are there any comment cards, Town Clerk?

BENDER: No, Mayor.

MAYOR FRIEDEL: Okay. Any Council discussion on this? No.

KALIVIANAKIS: I'd like to second.

MAYOR FRIEDEL: Second. Okay, so we have a motion and a second. Can I get a roll call vote, please?

BENDER: Councilmember McMahon.

MCMAHON: Aye.

BENDER: Councilmember Watts.

WATTS: Aye.

BENDER: Councilmember Skillicorn.

SKILLICORN: Yes.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Aye.

BENDER: Vice Mayor Earle.

EARLE: Aye.

BENDER: Mayor Friedel.

MAYOR FRIEDEL: Aye.

BENDER: Mayor, 6-0.

MAYOR FRIEDEL: Thank you. And then the final one I've got is consideration and possible action on the approval of Subcommittee A's recommendation to appoint three members to the Strategic Planning Advisory Commission for a full three-year term, May 2026 through April 2029. And I'm going to make a motion to reappoint Jeff Yazetta, Joe Reyes, and Polly Bonnet. Are there any comment cards on this one?

BENDER: No, Mayor.

MAYOR FRIEDEL: Any Council discussion? Seeing none, can we get a second?

KALIVIANAKIS: Second.

EARLE: Second.

MAYOR FRIEDEL: And a roll call vote, please.

BENDER: Councilmember McMahon.

MCMAHON: Aye.

BENDER: Councilmember Watts.

WATTS: Aye.

BENDER: Councilmember Skillicorn.

SKILLICORN: Yes.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Aye.

BENDER: Vice Mayor Earle.

EARLE: Aye.

BENDER: And Mayor Friedel.

MAYOR FRIEDEL: Aye.

BENDER: Mayor, 6-0.

MAYOR FRIEDEL: Thank you. And moving along, now we've got a public hearing that we're going to have in conjunction with possible action regarding the rezone of approximately 20 acres located 600 feet south of the southeast corner of Golden Eagle Boulevard and Nyack Drive from R1-35 to R1-10A to allow the development of 25 single-family residential lots. So I'm going to open a public hearing on that, and I'm going to call on the Town Manager. Go ahead.

GOODWIN: Mayor, I'm going to hand this off to our senior planner, Farhad Tavassoli. He's going to walk us through the details of this request as we get this project underway.

TAVASSOLI: Thank you, Mayor, councilmembers. Thank you for the opportunity. As you mentioned, , this is a rezone request filed by Toll Brothers to rezone a property from R1-35 to R1-10A to allow for 25 single-family lots. The subject property is a former future school site owned by the Fountain Hills Unified School District. As I mentioned,

it's about 20 acres. You can see its proximity to Golden Eagle Boulevard to the east, and in the far western portion of the property is a wash that runs through it. That is Ashbrook Wash.

TAVASSOLI: Incidentally, the segment of the wash to the north as well as to the south is owned by the town. This here is actually in escrow with Toll Brothers, but until now has been owned by the school district. And the purpose, as I mentioned, is to develop a 25-lot single-family subdivision consisting of single-story housing product. A little bit of background.

As I mentioned, the property has been owned by the Fountain Hills Unified School District. It's been designated a future school site since the '70s and was previously considered for school use until the District initiated a public disposal process in 2024, and the green light to sell the property was approved by voters in November 2024. And Toll Brothers has been selected as the preferred buyer for this property.

TAVASSOLI: I just wanted to provide, before going too far into the details of the project, a little bit of site context and conditions. The vacant property is surrounded primarily to the northeast and to the east by a very well-established single-family neighborhood with lots at a minimum being at 10,000 square feet.

As I mentioned, there is a large natural wash, Ashbrook Wash, running along the western side of the parcel. The wash and the surrounding floodplains constitute approximately nine acres of the site. I'll have a little bit more detail about that segment of the wash a little bit later, but the wash serves as a drainage and wildlife habitat functionally, and there is no construction proposed for the wash, as you'll see later.

TAVASSOLI: And also just want to provide a little zoning map here to give you additional context with regards to the zoning. As you can see all around it, the surrounding properties are zoned for single-family residential as well, to the east and -- or rather, to the west and to the south, although as you can see in the aerial, those are largely undeveloped.

TAVASSOLI: So the applicant is proposing a rezoning from R1-35. Currently R1-35 allows one dwelling unit per 35,000 square feet. So very low density residential. And the preferred zoning is R1-10A to allow for compatibility and flexibility of the housing product that they would like to introduce, which consists primarily -- or actually entirely -- of single-story homes.

Although the District, according to the zoning ordinance, would allow two-story homes. Typical lot sizes would be 80 by 130, which is approximately a little over 10,000 square feet. The building setbacks for the R1-10A district require a minimum of 20 feet in the front, seven feet on each side, and 20 feet in the rear. As I mentioned, the homes -- the product that Toll Brothers is proposing to introduce here is limited to one story.

The maximum lot coverage under the provisions of the R1-10A zoning district is 40 percent. The difference between the R1-10A and R1-10, which is actually more prevalent here in town, is the lot coverage maximum. R1-10A allows for 30 percent lot coverage. Maximum lot coverage for R1-10A is 40 percent, but otherwise the setbacks for both districts are the same.

TAVASSOLI: Now, the applicant submitted their original rezone request late last year, back in December, where the original request came in as a 29 single-family unit subdivision. And following some concern from residents and also a series of meetings, both large and small -- small ones being with individual members of the neighborhood -- the applicant's latest proposal proposes to remove the four lots to the north for a total of 25 units. And what the applicant is proposing in place of those four lots that have been removed is a natural open space area, which is expected to help with some of the drainage concerns. And there's also, as was part of the original plan, an open space area here further to the south.

TAVASSOLI: So the density that would be allowed in this parcel with the R1-10A rezoning is a little over four dwelling units, maybe 4.3 dwelling units per acre. What the applicant is proposing is 1.29 dwelling units per acre. That's gross, which includes the property in its entirety, but a density of a little over three to the acre net, which only

includes the developable area here, as you can see just east of the wash. The property will feature at least ten acres of permanent open space, including the natural wash, the northern edge, which was originally proposed for those four homes initially, and the smaller open space tract here further to the south.

TAVASSOLI: Looking at the general plan, we find that one of the provisions is in support of reuse of underutilized school district property, and therefore we find that also that the proposed development would be compatible with adjacent R1-10 neighborhoods, as I showed you, those neighborhoods to the east and to the north. With the proposal for single-story, with that restriction, the applicant's goal is to protect views and the neighborhood character, as well as preserving natural resources.

TAVASSOLI: I've included in your reports a citizen participation summary. Notices were mailed by the applicant well before -- actually shortly after the application was filed -- beyond the 300-foot minimum requirement for notification. That neighborhood meeting was actually held at the community center on January 20th, where there were at least 65 attendees.

There was some additional dialogue and outreach after that meeting. Some of the key topics that were discussed were density, drainage, wildlife, views, and traffic. Community feedback was mixed at the meeting. Some were supportive while others had some concerns, particularly about traffic and drainage, and many were receptive to the idea of having a single-story product in the area to preserve those viewsheds, as well as preserving that wash. Correspondence was received actually not long before the Planning and Zoning Commission meeting, which I believe was on March 13th.

A petition of protest or petition of opposition was received on March 5th. Going through the petition, we found that there were 123 residents opposed to the rezone. Three were open to some form of rezoning of the property, given the fact that it is essentially on the market, but they were opposed to the Toll Brothers proposal. Since the petition was submitted, we received ten letters of support, one particularly

describing a positive experience with Toll Brothers, but still had some remaining concerns, particularly with the traffic.

TAVASSOLI: So the reason looking at the petition is important is we need to determine whether or not a supermajority vote would be required by Council, and the zoning ordinance has very specific steps in making that determination. And so what's required is that we look at the names on the signature -- names on the petition, and then look at the 150-foot buffer surrounding the parcel, 150 feet outside the parcel boundaries, to determine how many of the names on those petitions are within that 150-foot buffer.

And so we found that there were 19 owners, and we verified that they were owners of the property, which is required. 19 owners of the 28 properties within that 150-foot buffer, including the subject property, were protesting. And so that's 67, almost 68 percent of the owners within that buffer area. However, those protesting landowners own about 10.7 percent of the land within that buffer area, again including the subject property.

So both must have met the 20 percent threshold in order to require a three-quarters vote, and we've determined that -- and by the way, these are the signatories of the petition that were within the buffer area. We've determined that threshold was not met. And I do want to stress that the 150-foot buffer would not only include the properties that are entirely within the buffer area, but also those that include just portions of the property.

TAVASSOLI: So in our analysis, staff believes that the rezoning maintains the single-family use consistent with the area. The design responds to the natural wash constraints, and there is a stipulation that you will see in the report that addresses that, as well as a stipulation about the single-story restriction to protect neighbors' views. It does generate fewer trips than a school would, and it supports a broader educational reinvestment through the property sale by the District.

Commission and staff recommendation with regards to the one-story limit, we've included a stipulation which would require the applicant to include a note on the final plat stating that restriction, as well as a note establishing a non-developable area which would include the floodplain and erosion setback area surrounding Ashbrook Wash. And as I mentioned earlier, that constitutes about ten acres of the property, as well as a stipulation to cap the number of lots at 25, as depicted in the exhibit in your packets. And we've also included and agreed on a stipulation to include a sidewalk spanning the frontage along Aspen to basically create a safe corridor for the pedestrians.

TAVASSOLI: So our suggested motion is to move to approve the ordinance that would be the rezone request of approximately 20 acres from R1-35 to R1-10A, subject to the four conditions listed. We are well aware -- I am well aware of the many concerns related to traffic as well as drainage.

We do have at least a couple members of the Public Works Department who are ready to address those concerns as well, if need be. And with that, I'll close my presentation and open up to questions before I hand it over to our applicant who has also prepared a presentation. Thank you.

WATTS: Can you go back to the slide with the 20 percent on it?

TAVASSOLI: Oh, this one here, right?

WATTS: So we got 28 properties within the 150-foot buffer and plus 25, so a total of 53.

TAVASSOLI: Actually, no. Mayor, Councilmember, within this buffer area there are 28 properties. 28 properties, not the 25 if you're referring to the lots being split up, but as a single parcel.

WATTS: I'm trying to understand, must meet both for the 20 percent threshold to require a three-quarter vote?

TAVASSOLI: Correct.

WATTS: Three-quarter, 20 percent vote, or 20 percent threshold, applies to the total of the houses within the zone and the 150-foot. Can you do the math for me?

TAVASSOLI: Okay, so Mayor, Councilmember, so within this 150-foot buffer area, 28 properties are included within this property, or within this blue area, either in their entirety or just a portion. So 28 properties. And then we looked at the signatures that were provided on the petition. These are the 19 properties within that buffer area that were on the petition. The other names were outside this buffer area, but 19 were included.

And so 19 owners out of the 28 within this area, it's about 68 percent. So that threshold is met because it's well over 20 percent. The other threshold that needs to be met is that the protesting landowners need to own 20 percent of the land within that buffer area, including the subject property and including all rights of way.

And so with our math, we've determined, you know, looking at the acreages and square footages, that those landowners own a little over ten percent of the land within this buffer area. WATTS: So looking at the protesters being 68 percent, it's really the remaining 32 percent that exceeds the 20 percent threshold for not to require. Does that make sense? Am I looking at it wrong? I see the 68 percent and I'm saying, well, we got more protesters than we do.

TAVASSOLI: Yeah, if we look at individual landowners, yes, pretty much. I do want to mention one thing. It's worth stressing that this is a very conservative figure here because the landowners here to the north, they actually rescinded their opposition, and the applicant has actually interacted with these landowners, and they'll have more to say about that. But these landowners here own 10.7 percent of the area that's within this blue shaded area. And so that threshold is not met, but the first threshold is met. Both need to be met in order to require the supermajority vote.

WATTS: All right, thanks.

MAYOR FRIEDEL: Do we have any comment cards? Oh, okay. Applicant.

MARSH: Good evening, Mayor, members of Council. Ashley Marsh from Gammage and Burnham, 40 North Central, for your records. I will try to be brief in my remarks. Mr. Tavassoli did a great job giving an overview of our initial application and some progress we made, but that is a zoning attorney's dying last words, so bear with me for a few minutes as I highlight a few things from our application.

Before I really get going, I would like to just take a minute to thank members of the Fountain Hills community, our neighbors. We spent a lot of time with them going over our proposal. We had big meetings, small meetings, as Mr. Tavassoli mentioned. They gave us some great feedback. We made some revisions. We earned the support of those immediately adjacent neighbors through those revisions and those conversations. So I know a few of them are here this evening, and I want to thank them very much for their participation because we came up with a great site plan.

And I also really want to thank town staff. You heard a great presentation from Mr. Tavassoli, but we had conversations with your Public Works, with your engineers, with your planning director, with your town manager, with members of the Council, with members of your planning commission. So we really touched a lot of different points on this, got a lot of different feedback, and I just want to thank everyone for those comments.

MARSH: So without further ado, again, my name is Ashley Marsh. Our team is here today. I've got Colin Phipps. He's actually the VP of land for Toll Brothers. He's had a great working experience with the Town of Fountain Hills through their projects. Toll is a committed partner and land developer, home builder in the Town of Fountain Hills, and has had a really amazing experience and hopes to do a few more projects, this one included, in your town. We also have Dennis Newcomb of my office.

He is a senior land use planner. And our awesome civil engineers, Ryan Rabb and Fani Koglegatla (ph.), if there's any technical conversation that needs to be had, I'll refer to them, especially on civil. I know enough about civil engineering to be dangerous, but not the expert.

MARSH: So as we mentioned, as you're familiar with, this is about a 20-acre site on the northwest portion of your town. The site itself, Mr. Tavassoli went into detail, but it is -- I think I skipped a slide there. It is zoned R1-35.

It has always been zoned that way since the initial planning in 1972, which was actually earmarked as a future school site. It inherited the R1-35 zoning, but around it, it's really built up as R1-10 community. So if you look at the site here, you do see some larger land use designations, but when you really drill into what's been developed, it's really R1-10 zoning. Those hash marks are topographical mountain features.

You see the wash corridors in blue there, and I just highlight that to show that this is a historic property. It was 1972 planning for a future site, but what's been developed around it within the limitations of the topography really is an R1-10 home product, that 10,000-square-foot lot, which is what we're proposing here. This is just a site example so you can see what I'm talking about. Where we've proposed our development is relatively flat terrain, and then at the back of that, that about ten acres does have some topographical consideration.

MARSH: Mr. Tavassoli mentioned this, and I know you're all familiar, but this site was one of two sites that the school district owns and put up for sale in its 2024 special election. If approved, the sale is to fund and to reinvest into buildings, into transportation, into really supporting the operations of the school district, which is much needed for the health of the District.

This ballot measure was overwhelmingly approved by the residents of Fountain Hills. I think we went back and saw 69 percent of your voters approved this measure. And as Mr. Tavassoli mentioned, Toll was unanimously chosen as the potential buyer and developer for these two sites and is in escrow to purchase them.

MARSH: So we went over this in a little bit of detail, but just to kind of give you a little bit more history on our initial proposal, which we submitted in November or December

of 2025, Toll -- I give them all the credit in the world. I really have enjoyed working with them.

They thought very hard and very thoughtfully about what we could build here that would fit within the fabric of the existing neighborhood, still bring that quality luxury product that Toll is known for, and really try to thread the needle and honor that there are existing properties and an opportunity to develop a vacant piece of property. So when Toll initially went to the drawing board, they came to me and said, "Ash, we want to do 29 single-story lots on this property. It's really important for us to preserve this wash corridor.

We understand it's significant in terms of drainage patterns with the town. It also has some wildlife considerations. We don't feel like it's appropriate to engineer over this wash corridor, so we want to leave that alone." And again, emphasize that single story was really important to them, and they said, "What kind of zoning do we need to get this done?"

So we looked at that R1-10A land use category to be able to provide those single-story homes and fit in with what's already existing there, which is that R1-10, which we showed you. All that R1-10, that big capital A, allows us to do that's different is to have a little bit more lot coverage so that the square footage of the home is spread across the lot versus built up. And there are two stories in this neighborhood. As you saw, there's a stipulation on our zoning case that would just have for that single-story product across the board.

MARSH: And so I give Toll a lot of credit. This was already a great site plan. I've seen a lot of them. I don't want to say that every site plan I've seen is a great site plan, but this was a really good one. Preserved approximately ten acres in open space, developed about nine-ish acres of that 19-acre site, and preserved that wash corridor and viewsheds with the single story. Another thing that they worked really hard on with their design team is to mirror the circulation.

So if you look at our site plan in the neighborhood to the north, that circular drive is pretty apparent on each side, right? So again, just how do we thread the needle between what's existing and how we can bring a new community onto this piece of property?

MARSH: As I mentioned, and Mr. Tavassoli mentioned and showed this to you already, we had a lot of engagement with the neighbors and heard concerns about viewshed corridors, about traffic and density, about the wildlife that traverses this area.

And to Toll's credit, they looked back at their development plans and said, "What can we do in terms of creating additional open space to address concerns about grading, about drainage, about density, create additional open space, and really take another look at the most impacted neighbors, which are those neighbors to the north, the only property owners that we are sharing property lines with, and how can we make adjustments to our site plan to address a lot of these concerns?"

This was a 29-unit site. So from a development perspective, that's a fairly modest site. So by removing these four lots, that's over a 14 percent density reduction to help address those concerns about grading, drainage, and general density. And in doing so they're still remaining committed to the single story that the rest of the neighborhood was promised.

So trying to thread the needle, make concessions where we could in terms of revising our site plan, having tough living room conversations. We went and sat in living rooms, we had Zoom talks, we really listened to that feedback and tried to come back with something that was reflective of those conversations.

So before Planning Commission, we did make quite a substantial change to our plan on that north portion by removing those four lots and creating an additional 1.3 acres of open space on that northern perimeter, again to address density, to address grading and drainage, to address some viewshed concerns, still maintaining the single-story commitment that we've made to the neighborhood, opening up this corridor, and now

providing about 11.5 acres of open space. So that's about 58 percent of the total site as dedicated open space for this 25-unit community.

MARSH: And this is a conceptual rendering of what this will look like. Again, just kind of tucking into this facing vacant piece of property. It's a little outdated in that it shows the 29 lots, but just to give the Council perspective of how it just really blends in with where that vacant lot currently sits.

Toll does a great job. They build beautiful homes. We did receive some feedback on making sure that there would be some traditional elevations along with some modern ones. Just to let the Council know, with the single-story product, we are still offering four different floor plans with four different facades and then additional colors from there. So it will be 25 lots with a variety to choose from within that single-story programming.

MARSH: And to kind of address the elephant in the room here, we have heard some criticisms on traffic on Aspen Drive and some concerns that I'm sure you'll hear from folks from this evening as well, that there is quite a bit of volume on Aspen. We worked with CivTech. They are one of the prominent civil -- excuse me, traffic engineers in the State and asked them to look at volumes. And that's really what you're looking at when you're looking at road capacity and any type of roadway improvement is what type of volume is this traffic going to generate.

And as we've touched on a couple of times, this site was really envisioned and planned and programmed for a school, right? That's what the platting says. That's what your streets were designed to accommodate, was school traffic. So our traffic engineer looked at if this were developed as the intended school, what would that look like?

The charter school and an elementary school produce hundreds of volumes more than our 25 units. And another thing we wanted to point out, which I'll show you in the next slide, is a little bit easier to read. We looked at what would the traffic volumes be if this were developed for single-family residential under the current zoning, which is a larger

lot and would allow for 15 lots instead of the 25 we're proposing. And as you'll see, those numbers are really negligible. In the peak times, it's six more trips in the morning and ten more trips in the evening.

And I reference those peak times because that's when you feel traffic, right? Over a 24-hour period, maybe four trips per hour. But on the peak times when you're trying to get to work, trying to get to school, whatnot, it's really negligible. It's six more trips than what would be entitled by right, whereas it's a reduction in hundreds for the school use as proposed. And I put this in a bar graph so you can just see.

I know those tables get a little convoluted, and I'm used to looking at them, but so that it's easy to digest, you can see that charter school in blue producing hundreds of volumes similar to that elementary school in orange producing hundreds of volumes, and then those residential uses coming in much, much less, with what we're proposing, the 25 over 15, which would be entitled by right, negligible numbers in the difference in traffic volumes.

MARSH: Along with that feedback we got on Aspen, we heard a lot of people enjoy walking their dog, take advantage of this -- you know, what Fountain Hills is, is naturally beautiful, but this really pretty corridor, a lot of people riding bikes and whatnot. As part of the town's ordinance, we will be required to put a sidewalk on our frontage, and that's really great. That's a great thing for this community, which we've heard is very pedestrian-friendly, because it's going to get folks outside of what I've showed you is just roadway and onto a street.

And in working with your Public Works Department, we've committed and they've agreed to allow us to do a sidewalk extension on what is a little bit of a town-owned property that's currently undeveloped. So now the entire frontage along Aspen that is currently undeveloped will have sidewalks. So I want to thank the neighbors for that feedback and for Public Works for being receptive to us making that improvement to your property so that we can get folks off the road, and we're really excited for that to be a benefit to the community.

MARSH: Last couple things that we've heard, our feedback on grading and drainage. Just to let the Council know, we do have a pre-plat pending, and as part of that, we are required to do an engineered grading and drainage study. So our folks, again, Ryan and Fani here to answer any questions, have already studied what grading and drainage looks like in this area. We understand that there are concerns how Aspen gets just toppled over with water.

And part of that is because those flows are coming through and not being really directed anywhere, right? It's just overtopping a road onto an undeveloped piece of property. So with Toll's proposal, we are going to be improving the drainage picture along this road. What you see in red are some of those existing conditions that our engineers have studied, and we've gathered some feedback from the neighbors. At the northern part of our property, there is an existing drainage channel that's filled with silt. That is the town's channel.

It needs some improvement. So we're going to go in there and do some regrading to get those low points and convey water to the wash where we now have an open space area. Those were homes proposed before, but there's an open space area now. There is an area where there is some ponding and that open space will be regraded where necessary just to make sure those flows are properly captured and getting out to the wash as well.

And then, as I mentioned, if you look on Aspen, currently stormwater is just topping over the existing ribbon onto the property, and now we'll have curb along Aspen to increase street capacity and then convey it down into a stormwater basin that will get into the wash. So that's the last slide. So improving this property will help those existing grading and drainage conditions where water is just currently flowing.

MARSH: The last kind of critique that we've heard is that our lot sizes are not compatible with what's existing in the neighborhood. We took a hard look at that to see what is existing in the neighborhood. It's all our R1-10 zoning, as I showed you in

previous slides. So that's that 10,000-square-foot lot. Our lot sizes are compatible with all those along Aspen Drive.

You will see some larger lots further kind of north of Aspen as the topography also goes up. So if you're familiar with this stretch of road, everything along Aspen is flatter, and then your larger lots have some topography concerns, so it makes sense that they're a little bigger because of those considerations. But for the most part, we are completely consistent with the neighbors around us.

MARSH: So just to wrap it up, I know you've heard a lot of information. I tried to go brief so we could get to the grill. It sounded delicious as Mayor Friedel rattled off their menu. But just a summary of our request: we are very excited to propose an R1-10A zoning district to accommodate those 25 from 29 single-family residential homes. As we've pointed out, this is development of the school-owned land to bring additional housing stock to Fountain Hills.

Every opportunity for a new home allows someone to move in and move out of their home, so that helps with housing. More opportunities for home ownership increases your tax base. We will be participating in impact fees along with that, so additional revenue to the town. Again, we are nearly identical to the adjacent zoning. Really important, and something that was important to the neighbors we discussed with, is that this piece of property will be sold. You have a voter initiative that was passed.

The school district will be selling this, and this really creates certainty as to what could be built there versus those by-right uses, which could be schools, charter school, elementary school, churches, maybe something more intrusive to the neighborhood than our 25-unit proposal. Preservation of those open spaces, commitment to single-story development. The stipulations Farhad read off to you, Mr. Tavassoli, that we are completely supportive of, and we're happy to work with town staff on making sure that we are all in alignment.

We have staff support, and I'm really thankful to your Planning Commission for a unanimous recommendation of approval as well. So with that, I'm happy to answer any questions or come back as you hear from members of the public. But really, again, appreciate the feedback we've received, the revisions we've made, and working with the community and town staff on what we feel is a great rezoning request.

MCMAHON: Thank you very much for your presentation. I appreciate all the considerations that you have taken into looking at this unique piece of property and making the necessary changes. You know, talking with the neighbors, listening to what they say, reducing the amount of homes at great cost to Toll Brothers, et cetera, paying attention to the topography, paying attention to the lot size so they conform to the same size in the neighborhood, similar buildings, one-story, et cetera.

So I really appreciate that. I appreciate the 11 acres of open space. The designs look like they're thoughtfully done. I like the traffic calming measure of the sidewalk and how long you're doing it there because people do have concerns about the curb, et cetera. But I do think personally that building it out, having that traffic calming measure instead of it being commercial, you know, a school or whatever, I think that based upon all that I've heard and considered in this whole thing, I think that it is a smart development for that particular area.

And looking at the revenue it'll bring to the town, I think that's important. That's not the only consideration given the stipulations you've agreed to. You know, I think it's a very good development. So thank you for your presentation. I appreciate it.

MARSH: Thank you, Councilmember.

WATTS: I think I've asked 1,000 questions already, but I've got three more. One, I want to make sure that we only have sidewalks on Aspen. We don't have any interior sidewalks into the development at all, right? No -- no frontage road frontage.

MARSH: Yeah. Thank you. Through the Mayor, we will have sidewalks on ours as well. I just highlighted along Aspen. So there will be a sidewalk network along our internal

street. Let me see if I can get the site plan up, but I wanted to highlight that sidewalk extension for you. So you'll see kind of our road. Those will have sidewalks as well. The internal roadway, the U-shape, for lack of a better term.

WATTS: On both sides of -- on both sides of the street on that?

MARSH: Yes, that is correct.

WATTS: Both sides. Okay. Thank you. The landscape areas where you took the four houses out and the open area down below, and there's a little walk corridor, it looks like, between lots 11 and 12, those are all going to be on your landscape plan, is that correct? That's your responsibility?

MARSH: Through the Mayor, Councilmember, yes, those will be HOA-owned tracts. We will remain those in vegetative state, the natural state, as much as possible, but those will all be owned and maintained by the HOA.

WATTS: Okay. And the final question is -- and we talked about it, but I don't see a comment about it. Any costs that are incurred to do the grading and drainage on the property to the south, you're willing to take that responsibility up to the extent of the development fees and use it as a credit towards the development fees. I'm kind of paraphrasing what we talked about.

MARSH: Through the Mayor, Councilmember Watts, it's our understanding that the town is in very preliminary planning stages for a park to our south, and we are happy to have additional coordination with the town. We haven't been asked of anything specific. We've had some general conversation about what coordination might look like. We're happy to continue those coordination conversations. And yes, we would anticipate impact fee credit for any of that work we are able to achieve.

WATTS: Yeah, that's really what I was getting to. Whatever cost we incurred, we'd use it as a credit towards your impact fees, not to exceed the impact fee total, whatever that calculates out at. So as long as that's still on the table and we're talking about it, I would like to see a note, comment somewhere where -- I know it's preliminary. I talked

to Kevin before the meeting and we have some concept, but I want to make sure that we're covered and that we're going to get that taken care of and we're not going to incur the cost for it. So that's my --

MARSH: Through the Mayor, Councilmember, we are absolutely willing to continue those conversations. To your point, we haven't nailed down anything. We've talked to Kevin as well.

We would anticipate any work we are able to achieve would come through an impact fee credit, and we're excited to continue that conversation with your parks director and your town manager about what that might look like. I think it's preliminary for the town and for us as well, but we understand both of the town's planning is in process or our planning is in process. There could be efficiencies made there. There's impact fee credit for parks, and so that might be a great opportunity for us to work with the town.

WATTS: Right. For now, a pinky promise will work. So I'm okay with that.

MARSH: Thank you. Appreciate it.

KALIVIANAKIS: Thank you. And just briefly, and not really a question, but I really appreciate the effort that you guys did on the north side to remove the four homes. I think that that would have been a problem because those people would have really been impacted, that would live right above there, because there's no street barrier like Aspen. And so I do applaud you to make that huge accommodation, to do more open space so there isn't any sightline problems, because in Fountain Hills sightlines are very important.

And so I've been tracking this ever since the beginning too, and I know you guys have made a lot of concessions. I know you've worked a lot with our community, and I think we all up here appreciate that. And we appreciate all that you've done to accommodate the concerns. It might not be perfect for some people, but it's a pretty good project, and there's a lot of community input in here. So I want to appreciate and thank you for that.

MARSH: Through the Mayor, thank you, Councilmember.

MAYOR FRIEDEL: Seeing no more questions, I'll ask if there's any comment cards.

BENDER: Yes, Mayor, we have four cards. One is not speaking, and they wanted to let you know that they were for the project. The other three are Richard Rakowski, followed by Anna Kelleher, and the last speaker will be Ron Wald.

RAKOWSKI: Good evening, Mayor and Council. I'm Richard Rakowski. This summer will be 25-year resident of Fountain Hills. I'm also president of the Fountain Hills Unified School District Governing Board, although please note that I'm speaking for myself and not as an official representative of the board here tonight. I totally support the proposed rezoning of the Aspen property, and I'll highlight a few reasons and excuse my repetition of what has been said a few times already. So as mentioned, Fountain Hills voters expressed their will to sell the property, 69 percent to 31 percent, so the District is listening to and acting upon the will of the voters.

The sale to Toll Brothers, of course, is contingent upon this rezoning of the proposal. Toll Brothers, as noted, has made significant concessions in the development plan to gain the support of the neighborhood homeowners. The sale will be of significant financial benefit to our District schools, the students and parents, by generating funds to keep our school buildings in safe and proper condition and to address needed things such as roof replacement and HVAC replacement -- the systems that are awaiting attention at the facilities.

The sale repurposes vacant property which is not and will not be needed in anticipation of dramatic -- the absence of dramatic growth in town going in the future. It will not be needed for our future school building. The rezoning plan, as mentioned again, preserves the wash and significant open space in the entire parcel. It matches the density of the existing homes on Aspen and the adjacent streets, and as again mentioned, single-story homes to preserve views.

As also mentioned, on March 9th, Planning and Zoning unanimously approved the proposal. So I urge you to vote for the proposed rezoning, and thank you.

MAYOR FRIEDEL: Thank you. Next speaker, please.

KELLEHER: Good evening. My name is Anna Kelleher. I've been a part of Fountain Hills since 1981. We've built two houses in the community. The first home that we built was up on TPI Drive. Our family moved away from Fountain Hills for a few months. We decided we loved it so much, we moved back again within a year, and we built a second house on Aspen Drive. I really love Fountain Hills. I love a lot of the things that this community has become.

You know, back when we moved here in '81, we never thought a lot of this stuff was possible. One of the things that concerns me about the upcoming project is that it's taken away the original spirit that Fountain Hills was developed on. My mom worked at Community Bank when we first moved here. There were two banks, Community and Valley Bank, and the people that built this neighborhood were small family builders. We had architects out here.

We had Carl Malamon (ph.), men who studied personally underneath Frank Lloyd Wright. We have so much talent. And to see a billion-dollar company like Toll Brothers come in here and do a cookie-cutter job -- the area that they're so proud of saying they took the houses away from, there's two huge cactus back there. Each one of those cactus has over 1,000 years of growth on it. There's a whole community of wildlife that is centered around those cactus in that area. Yesterday driving down the street, I had a roadrunner run across the street in front of me with a fresh lizard in its mouth.

I believe with the density of this development, with all the sidewalks and everything, I think the density is going to put a lot of stress on the natural environment. And that's one of the big reasons why we all moved out here. I know every night when I drive home, I get up to the four-way stop sign and I'm like, "Phoenix is behind me, man." And I do a little bit far and I start going up Golden Eagle and I'm back home.

I'm back in our little place of serenity where people have been for a while. They've put thought into their houses, and I'd love to see what 13 or 14 architects could do on that land now. We have so many construction possibilities out there, and there's so much talent. I would love to see some breakthrough projects on there. And you know, that's all I got to say. This looks like Phoenix.

I just passed the new Toll Brothers development on Tatum Road. This isn't going to look -- they're going to be practically the same. This isn't Fountain Hills. This is Phoenix. If I want to live next to a development like this, I should just go down to Desert Ridge. But I don't want to do that. Our house, my grandmother's died in, my mom has died in, my dad is 90, and he's about to die in it too. And the house is coming to me and it will go to my family afterwards. That's all I have to say. Thank you. God bless everybody.

MAYOR FRIEDEL: Thank you. Next speaker, please.

WALD: Thank you, Council. My name is Ron Wald. I live on Aspen Drive. My concerns is with the traffic. I don't think there's been enough evaluation of the traffic out there. I'm a walker, and I walk that area daily, and I'm always concerned about being hit by cars, by people not obeying the speed limits or anything. I've sent countless number of complaints to the police department, and they have came out and jumped up ser and everything like that. And we keep continuing hearing from the developer that if this was zoned a school that they wouldn't have to do anything.

They would have to do it. You have to have double lanes for school. You have to have parking, everything. You can't compare a housing tract to a school zone. There's no comparison in it. And the City also -- they also put signs out here. You're going to park cars. This is where they put a traffic sign for to check the speed out here. This is my truck park. These are where people are going to be able to park your car. How are you going to get two cars through that area? And you guys are going to go ahead and inundate this area, same as down the street.

Another -- my truck parked here, a car that's parked on the sidewalk over there. There's 15 feet. There's not even enough room for a fire truck. You have to have 24 feet for a fire lane, and you guys are going to go ahead and just pass this? And the other thing is concerned about, is I don't understand the City math regarding the 67 percent. That is, I just don't understand that math.

There's a ten percent bust in there. And then where the developer's talking about extending the curb all the way, they're extending the flowline curb so they don't have to justify where the water goes down in there, where you guys have your sewer lines and everything. They got to have access to the sewer line. I've spent a lot of time in this area. I walk this area. I know this area. You guys got to take in consideration for the safety of the residents, not just for the pocketbook of the City or the school district. The school district should be able to fund itself. It also was voted -- it was an R-35 when it was voted, and now they're changing it.

Why would the voters -- didn't put it up for a revote and see if they'll pass it as an R-10? You can't just do that. And then I just -- it's just unacceptable. You guys, you need to take consideration for why the people moved here. And I would still like to have the City math explained to us. You guys had questions, and to me it's just wrong. And Toll House -- they have a lot of stuff they have to do.

Their traffic impact -- they said in the last meeting they don't have to do a traffic impact. Same as their dust permits, all their soils report, all their EPA permits, everything. So I think you guys need to consider this and go from there. And remember, we people need to be represented out here too. Thank you.

MAYOR FRIEDEL: Thank you. I'm going to close the public hearing, and then see if there's any more discussion from the Council.

WATTS: Mayor, seeing as how there's no additional discussion, I'd like to move to approve the plan as submitted.

MCMAHON: I'll second it.

MAYOR FRIEDEL: That's subject to those stipulations, is that correct? Okay.

SKILLICORN: Mr. Mayor?

MAYOR FRIEDEL: Yes, Allen, do you have anything to say?

SKILLICORN: Yeah, may I make a comment before you do a roll call?

MAYOR FRIEDEL: I did not do a roll call.

SKILLICORN: No, before you do a roll call, may I have a comment?

MAYOR FRIEDEL: Please do.

SKILLICORN: Thank you, Mr. Mayor. So really, I've got three concerns about this. First, you've got 123 residents that did file the protest against it. That is a majority. The second one is a two-thirds majority of the people that live within 150 feet do still oppose this.

And then number three, the current zoning would allow for 15 homes, you know, so it would be lower density than what's proposed. It still allows development there. It still allows the property to be sold and developed, but just at a lower density. And because of those three facts, I really don't have any choice but to oppose this, because if it does fail, it retains the current zoning, which is 15, 15 homes, and I would support that over 25. That's all.

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

BENDER: Councilmember McMahon.

MCMAHON: Aye.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Aye.

BENDER: Councilmember Watts.

WATTS: Aye.

BENDER: Councilmember Skillicorn.

SKILLICORN: No.

BENDER: Vice Mayor Earle.

EARLE: Aye.

BENDER: And Mayor Friedel.

MAYOR FRIEDEL: Aye.

BENDER: Mayor, 5-1.

MAYOR FRIEDEL: Thank you. Okay, moving on to Item E on the agenda. We've got a public hearing with the consideration and possible action relating to an ordinance amending the Zoning Ordinance, Chapter 27, Downtown Overlay. I'm going to open a public hearing on this. Rachael?

GOODWIN: Thank you, Mayor. This, as you mentioned, is regarding the density for the downtown area, specifically for the residential development. John is going to be leading us through this conversation as the Development Services Director, but I do know that our Economic Development Director, Amanda, is here to kind of chime in, as I know she's been very involved in this conversation as well. So with that, John, I'll turn it over to you.

WESLEY: Thank you, Manager. Mayor, Councilmembers, I'll walk through a presentation here of these items. First of all, you do have two items on your agenda tonight to deal with the downtown area. First one is Item 9E with regard to the Downtown Overlay. This is before you because a few months ago when you were considering the rezoning, which is Item 9F on your agenda, some questions came up about the maximum density that was allowed in the area.

And so you sent the overlay district itself back to the P&Z Commission to have them look at and consider whether or not that density that was in the approved ordinance should be changed or not, potentially lowered, is what I believe the Council was looking

for at the time. And so then your second item -- I don't want to get these confused -- is Item 9F, where you'll actually consider the rezoning itself. So first is the overlay district -- are we making any changes to it? And then second, rezoning the property.

WESLEY: So with that in mind, back in June 2025, the P&Z Commission did finish its review of a new chapter to our zoning ordinance, Chapter 27, Downtown Overlay, and included in their recommendation to the Town Council that overlay district that would allow up to 50 units residential by right before you need a special use permit to do anything higher than that.

In September, then, the Council considered that ordinance to create that new overlay district, but in doing so, the Council determined to reduce that density down to 35 units per acre. And then, as I said a minute ago, in December, when we came to Council with the rezoning to remove the two existing overlays in the downtown and apply the new overlay district, the Council had heard some comments from the public with some concerns about that density, so it was sent back to P&Z for consideration of that.

WESLEY: Some of the concerns that were stated by the public with regard to the 35 units per acre is that with that level of density, that it would be hard to achieve economic development goals. The developers would come in and purchase a lot of the properties and even some of the existing commercial properties and take that out and develop more of the residential, and doing so would lose some of the character of the area and potentially choke it with traffic from the residences, that we need to save land for businesses, that should reduce the density back to the eight per acre and let Park Place be that entertainment district.

WESLEY: So looking at that and some response to those, I want to make sure it's clear that with the overlay district there's no ground floor residential at all on the Avenue, and in the business district only with approval of special use permit. So Council maintains control and can keep that commercial ground floor throughout the area. The common parking areas must remain.

Those are owned by all the owners of Plat 208 in common, and as part of the whole zoning concept, those parking areas are needed for the development of the individual lots so they don't have to provide their own parking. Business vibrancy does depend upon customers, and having customers who live nearby is very helpful for that business vibrancy. Residential generates less traffic than commercial development does.

As you've seen from many of Director Jacobs' presentations on the town, we have low vacancy rates in our multifamily developments in town, suggesting a need for more housing of that nature in town. And right now, the character of the downtown is marred by having the scattered vacant lots throughout there. And if we can get those developed and cleaned up, the whole downtown will look much better. Any upper floors in this area are unlikely to have commercial.

Maybe you get some second-floor offices, but they're even unlikely. And so if we're going to have the second floors really do lend themselves to becoming that residential use. And we also did a review of several of the apartment complexes in the downtown area. And finally, they do have a high percentage of year-round residences in the 90 percent-plus range. So the idea that residents of apartments are just part-time residents doesn't bear out with the facts.

WESLEY: So one of the concerns and issues here, I think, has been it's challenging to understand and apply density concepts when you're talking about small tracts. So, Mayor, hopefully this doesn't take too much time, but I want to step through an understanding of density and what it means and how it applies in this case. So you just saw the rezoning on Aspen and had some discussion there about density, but just real quickly, you have one house on one acre, that's one unit per acre.

Take that same one acre and put six houses, six units per acre. It's pretty easy to understand in those cases. In a multifamily setting, I'm going to use Luna Fountain Hills over here off of Fountain Hills and El Lago as an example, about 150 units on 9.7 acres. So that's 15.5 units per acre. That's on the whole tract. That includes the parking, the open space, and the amenity areas that are part of that development.

In this case, we're talking about downtown because the parking is separate. We're really talking about a lot. And so if we did the same calculation here for Luna Apartments and just take the building and the area under the building, you're at about 82 units per acre in a comparable type of scenario. So that density -- and when we start talking about 35 or 45 or 50 units per acre in the downtown area, you got to keep that type of ratio in mind.

WESLEY: So transitioning then to the downtown area and Plat 208 and the lots and the densities here. So for the most part, we have 6,000-square-foot lots. There's some smaller, a few bigger, but that's the predominant number. And so based on that, with only the individual lot, on a 6,000-square-foot lot, if you have one unit on 6,000 square feet, that's 7.29 units per acre. Then you can see the rest of the numbers in the table here. So we've been talking about, you know, 25, 30, 45 units per acre.

So six units on a 6,000-square-foot lot, that's just under 45 units per acre. So what does that look like using one of the vacant lots downtown and some of the adjacent building massing? If we had one 12,000-square-foot apartment unit, which, as I did some research, is the larger end of the average for a two-bedroom apartment unit in Fountain Hills. So if we had one of those, that's what that might look like. If you go to four or if you go to six, you can see it's really not very imposing. You can do that in a couple of floors and still have some vacancy left over.

WESLEY: It still allows for the ground floor commercial to happen. And so six units or 45 units per acre, again, doesn't seem to be very imposing. One of the other concerns has been a total block. So what does that do to a total block if somehow somebody were to purchase a total block, which is about 11 acres on the existing platted lots as they exist today at 35 units per acre? The average density on that total block would be about 15 units per acre. So again, very similar to what we saw over at Luna. Or if we were allowing 45 units per acre, that would average about 20 units over the whole block. Again, that would be clearing what's there, building it all as residential.

WESLEY: So what does it take to have the type of vibrant downtown that we've been looking for? Studies show that to really get to that level of activity and interest in a mixed-use commercial area, you want to have between 12,000 and 15,000 residents per square mile.

So that's sort of a much larger area than we're talking about here. So when we bring that down to the area of downtown and it's kind of walkshed area, we're talking about 1,500 to 1,800 people, which then translates into someplace between 750, 900 dwelling units. Currently, there are approximately about 350 dwelling units within the area shown. So we need to add someplace between 400 to 500 dwelling units within that area to get that kind of vibrant activity in our downtown area.

Within Plat 208, currently there are 11.5 acres of vacant land, so not touching anything that's already developed. So you can see here the numbers at different densities, how many units we could potentially get if all of those vacant lots were built at the higher densities. And will that happen on all of them? Probably not. Will there be some redevelopment of existing lots to add some residential?

Yes, we've seen some of that. It's a bit challenging from the building code, but it has happened and could happen. So again, you can see if we're trying to target someplace between 400 and 550 additional dwelling units in the downtown area to get that vibrancy we're after, those higher density numbers are what we should be using.

WESLEY: Using one more example here, just taking a block of lots over here off of Parkview. We've got eight lots, six different owners, five existing buildings, 48,000 square feet. So if you have 1,200-square-foot units, I calculate you could probably have about 28 per floor on that block if somebody bought that whole block, cleared it, and started putting multifamily on it.

So two floors would be 56 units. You can see the densities at 35, even 45 units per acre. You can't put that many units at that size. Now, you could put smaller units and get more, but using kind of that average size that we see in town. And again, you'd still

require the ground floor residential -- unless the Council were to approve having the residential on the ground floor.

WESLEY: So there's also been some comments and questions about what staff's recommendations have been along the way and how this has evolved. So again, the current ordinance allows eight units per acre, which is one unit per 6,000 square feet. We round down on these things. So when I started reviewing this new overlay, I thought, gee, would the community accept doubling that? So let's look at 15. So that's what I put in my initial report. But after getting that out and really examining it in a little bit more detail, by the time I got to the P&Z Commission, I was saying that really doesn't add anything to the town.

We really ought to double that again and talk at least 30 units per acre. So that's where the Planning Commission really started, was with that. As they continued their discussion, they again came up with 50 units per acre as being appropriate. And you can see again, that would allow six units, because that 6.85 would be rounded down to six units maximum allowed on a 6,000-square-foot lot.

WESLEY: So some other projects have previously been approved. Across the street, we have the Belvedere Suites at 38 units per acre. We have the project over here by Chase Bank. Originally came in as a 43-unit-per-acre project, then sold to somebody else who came back with larger units and fewer at 21. We have another project down there behind Sofrita's. It's a small property, so again, the density goes up fast, and so it's 69 units per acre on that. And Park Place is at 45.

WESLEY: Recommendation. So P&Z, in their review, got a little bit sidetracked maybe in talking about some of the peripheral issues of other uses and so forth and ended up not really making a recommendation. There was never really any discussion about lowering the density. It still stayed around that 35 to 45 units per acre in their discussion. So from the staff perspective, again, we've been talking about and wanting to encourage -- and through the updates to the strategic plan and so forth, the community has talked about having a vibrant downtown.

A "fun zone" has been used. 15 units per acre, staff feels, won't get us there. We need the higher density. And we need to make the desired development the easiest thing to do. We do that by not requiring somebody to go through the four or five months of a special use permit to get what they want. So staff recommends at least keeping the 35 units per acre that's in the current code as it exists.

WESLEY: So some options for motions tonight, Mayor: one would be to deny the ordinance that was attached to the staff report. That's what we took back in consideration of any changes. And that would just maintain the ordinance as it is today with 35 units per acre. Another option is to adopt the ordinance as attached. The one change it makes from the current ordinance is it adds a cap to the total block.

So just in case somehow somebody did really buy up a whole block and start trying to change the existing parking, this would put that cap in place so you couldn't really get that 35 units per acre on the full 11 acres. And then obviously the Council, as you discussed it this evening, may have some other options you want to consider in terms of the density, whether it's higher or lower, or to add any other provisions into that. So that's a third option that you have in any motions. Mayor, any questions you have for me at this time?

EARLE: Yeah, I do. I do want to approve this with the 35 units per acre with that provision where the density of the block cannot exceed 20 units per acre. But I do have a question about -- if we're doing -- this is for the overlay over to the business area too, you said, not just the Avenue, correct? So I'm curious about the -- do we have a requirement that the first floor be predominantly commercial outside of the Avenue?

WESLEY: So I got a map here. Sorry. So Mayor, Councilmembers, in the Avenue District of the three districts we have in the downtown overlay, the Avenue District allows no residential on the ground floor under any circumstances within 50 feet of the street front.

EARLE: Okay.

WESLEY: And so in the Business District, you can have ground floor residential only through approval of a special use permit. So you can have it, but it takes Council approval. And then in the Innovation District, it allows basically no residential at all except through special use permit at any density.

EARLE: Okay. So is it possible to amend it that it would be predominantly -- if we want to really get this mixed use everywhere -- to have a predominantly commercial on the bottom?

WESLEY: Sure. So Mayor, Councilmember, you're referring to the business district. And so is there some provision to say predominantly -- probably wouldn't be a good term in terms of trying to implement -- but to say a percentage, 25 or 30 or 50 percent of the ground floor always has to be non-residential. Sure, it's possible to put that in. Right now, since it's always going to have to come back to Council for consideration of anything other than commercial on the ground floor, you'll always have that opportunity.

It's hard to say what an appropriate number might be given some of the different lot options available. I know we just had the one -- we have the one that's going through currently on Parkview that had just, I'm going to say, 500 square feet on the ground floor. And as P&Z Commission reviewed it, came back with, "That's not sufficient. We really need to have more of that ground floor commercial."

So that's where it gives us the opportunity on the individual basis to look at it and say what's appropriate given the area. Another location, it might be appropriate to even have all the ground floor to be residential because that's not -- it may not be quite as prime a commercial location as that one. So we start to limit ourselves when we do put a percentage on that ground floor, but certainly it could be done.

EARLE: Okay, because I'm just -- we're wanting to bring more revenue, so needing more business, correct?

WESLEY: Yes.

GOODWIN: Mayor, Councilmembers, if I may just kind of add to that a little bit. Part of what we battle a little bit here again is the market, and what we're understanding from the developers, to build the commercial, it really does take the residential piece. They're going to be able to rent those and get their revenue, generate the money they need from that.

The commercial is often a little bit more challenging to have a market to fill the commercial. And so as times change, we might be booming more and it's easy to get the commercial on the ground floor. Other times it might be a little more challenging. So again, it gives us a little more flexibility if we just leave it open to the individual case through each SUP to see what's appropriate in a given location.

EARLE: Okay, I'm curious to see what the rest of the Council thinks.

MAYOR FRIEDEL: I agree with that. I don't think you can throw a blanket over the whole thing. It comes back to the Council anyway, so we can make a decision on it based on what's being presented. So let me get the next person up here. Thank you.

MCMAHON: Boy, oh boy, this is confusing to me, but I'll do my best. Okay, so we're talking about downtown building residential units up to 35, right? And instead of it being 20 per block, it's going to -- if it stays at 35, it'll be 15.

WESLEY: Mayor, Councilmembers, so the ordinance, 2602, as it came to you, as we had studied at P&Z, at 35 units per acre, the comparable for a whole block is 15 units per acre.

MCMAHON: Okay. And then you'll define what a whole block is, correct?

WESLEY: Yeah, it's understood what a block is through zoning and planning rules.

MCMAHON: Yes. Okay. And I know this isn't Avenue of the Fountains, but on Avenue of the Fountains, I thought we required, or, you know, there was an agreement or whatever you want to say, that the bottom floor is commercial or a certain percentage of the building needs to be commercial, like the one that is going next to Chase Bank.

So we're not having the same requirement for these dwellings, or is that something we're going to look at later after we decide the density?

WESLEY: Sure. Mayor, Councilmembers, again, in the Avenue District, which is along the Avenue and Verde River, the ordinance requires the ground floor to be non-residential. In fact, it requires it to be active commercial, retail, entertainment, restaurant, those types of uses on the ground floor. Again, in these areas, unless the property is at least 50 feet back from the public right-of-way. So when you have -- with primarily these two little pocket park areas, the back portions of those could be ground floor residential, but it would take the --

MCMAHON: Oh, I see. Yeah, okay.

WESLEY: But other than that, ground floor cannot be residential on the Avenue or on Verde River.

MCMAHON: Okay, so the setback's more than ten feet, right?

WESLEY: 50 feet.

MCMAHON: Okay, it's 50.

WESLEY: Yes.

MCMAHON: So upstairs is more the residential, and that's really what we're talking about, correct?

WESLEY: Yes.

MCMAHON: Okay, and the town is comfortable with 35?

WESLEY: Yes.

MCMAHON: And then a maximum of what it said on there, 15 per block, right?

WESLEY: So if somebody were to purchase an entire block, cleared of all the buildings, own all the parking lot, then 15 units per acre is the maximum they could build there. I will say also, though, our whole zoning definition and overlay are based on that current

configuration of common parking, and the overlay really doesn't work if somebody really buys it. And I think we would be into some larger rezoning process really at that point.

MCMAHON: Okay, so two more things. Thank you. The height, is it three feet? Is it three stories?

WESLEY: Mayor, Councilmembers, 40 feet. And so you can get three stories in. Four is possible, but it's a challenge.

MCMAHON: Okay, so if someone doesn't -- if this is the rule and someone doesn't buy the whole block, how are you going to figure out the maximum of units if you have two different buyers or builders?

WESLEY: So Mayor, Councilmembers, again, it'll just be the lot by lot application of the code at whatever the density is that the Council sets. So at 35 units per acre, somebody has, you know, one of these 6,000-square-foot lots, they could then do up to four units by right on that lot. If they want to do more, they'd be back here for a special use permit. If they happen to combine two or three or four of those lots, then, you know, whatever size that is, we just do the calculation. That's what they could do by right.

MCMAHON: Okay, I think I understand. Thank you.

SKILLICORN: Mr. Mayor?

MAYOR FRIEDEL: Yes, Councilman?

SKILLICORN: Thank you, Mayor. A couple questions. First off, did the Vice Mayor suggest the motion, or did she actually make a motion?

MAYOR FRIEDEL: Go ahead and answer.

EARLE: I was hoping to have made a motion, but I thought we were in discussion right now. So yeah, we're in discussion, but if I could make a motion, that's what it would be.

MAYOR FRIEDEL: Councilman Watts?

WATTS: So John, I just want to be clear on -- the original intent, I thought, was retail. We keep saying commercial, and when you talk about a special use permit and being rejected by Planning and Zoning, it's because there's such a minimum coverage. Somebody comes in and they want to store cars in there.

That doesn't generate anything except maybe some sales tax on the rental. Nothing significant. Not like a restaurant, not like a clothing shop. So do we have a minimum there that we want to coverage? Have we established that yet? That has to be some type of sales tax generation similar to, you know, whether we call it the fun zone or whatnot. Restaurant entertainment factor as opposed to just open floor space?

WESLEY: Mayor, Councilmember Watts, again, on the Avenue, certainly all the ground floor, whatever size, with the restriction that we put in place with the overlay for that, would over time phase out offices and they could all be retail-generating, revenue-generating uses on those ground floors. That's what's expected there. In the Business District, that's where today it will allow whatever uses on the ground floor that the C-2 zoning allows.

There are a few restrictions in terms of some of the items allowed by special use permit in the current code, such as mini storage is not allowed in that Business District. And I can't remember what all of them are off the top of my head right now to go over those. And so that's what would be allowed in terms of uses on the ground floor and be the expectation of the full ground floor unless, through a special use permit, Council approves something different.

WATTS: So I'm wondering -- I'm fine with the Avenue the way it is. It seems pretty straightforward. I'm concerned about the Business District being commercial and not having any restrictions on the amount of sales tax generating operation that could be in those particular facilities. Can we put some sort of a restriction on them?

WESLEY: Mayor, Councilmembers, we could do something similar to what was done on the Avenue, but that's not part of this discussion of this text amendment as it's been advertised. That would have to be something we'd do in the future.

WATTS: Okay. Second one is when we get to that 15 units per acre, that's roughly 2,900 square feet, as opposed to the 1,250 square feet that you've got right now for dwelling units per acre at 35 dwelling units per acre. So can we put a minimum residential restriction on that? It has to be a minimum of 1,250 square feet.

WESLEY: As far as individual apartment units themselves having a minimum size on that, again, that's something that could be added into the ordinance if the Council chooses. I've had the opportunity to think about that a little bit and can propose how that might be worded into the ordinance if the Council would like to look at that.

WATTS: I think the 15 dwelling units per acre as a maximum, pretty much -- we had talked a little bit about 1,500 square feet per unit as a residential area, bumping it up a little bit, making it larger. But I think the 15 covers that from the standpoint of per acre. My only question there is if I have multiple owners, is the last guy that's buying the acreage, the last piece of the acreage, restricted by the 15, or is it on an individual unit-by-unit basis? So did I confuse you?

WESLEY: No, I understand what you're saying, Councilmember -- trying to think of the best way to respond to that. So the purpose of that 15 per acre, that's for the full block, if somebody's bought the full block, including the parking. And so you're dealing with one owner at that point of everything anyway. As we've calculated it today, if each lot as it exists today is built at 30 units or 35 units per acre, that's the average density you're going to get overall. So there shouldn't be an issue of some last person coming in and exceeding that. But if it did get there, then that just kicks them into a special use permit at that point to get it approved.

WATTS: Yeah, your example of having five or six buildings and having, you know, that's going to cover an acre roughly, right? And by the time I got the last one, if everybody

else was building out to the maximum they could build out, do I get shortchanged because now I'm restricted by the 15 units per acre? Or is something we should consider, John? Wouldn't we be looking at that anyway on an individual basis with that final, so we could make a consideration at that point, right? That if we ever got there.

SKILLICORN: Mayor?

MAYOR FRIEDEL: Yes, Allen.

SKILLICORN: Thank you so much, Mayor. I actually would support development at that 35-15 level, 35 units per acre. And, you know, if it's 15, if it's the whole block, one owner, that's fine. But I really like Councilman Watts' suggestion about retail. I don't believe that we need more office space. And frankly, office space doesn't create any sales tax revenue.

And office space is something that is so last decade. The economy has moved on. People work from home. Less office space is needed. I don't want to see more vacant buildings. And that's really my concern there. So I would also encourage that motion to include mirroring the retail requirement of the Avenue of the Fountains. And that's what I think would be a great idea. And that's what I would support.

WATTS: I don't know if I go that restrictive, to Councilman Skillicorn's point. If we mirrored what was on the Avenue, I'd like something in between what we've got now, which is carte blanche. You can really come in and put car storage in there and virtually use very little percentage of the floor space.

But if we had a requirement that was 50, 60 percent of the floor space has to be for retail or equivalent, then does that satisfy that little niche as well? Would that be – Councilman Skillicorn, does that fit, or you want the whole retail like the Avenue? I know, no cross-talk.

SKILLICORN: Councilman, what about a compromise of 70 percent?

WATTS: I'm open. I'm looking for John to say yay or nay.

WESLEY: Mayor, Councilmembers, my primary response still is we're not advertised for that type of change. If you would like us to consider that, that would be something we would have to come back with.

As we have worked on this, however, over these last year-plus, as we envisioned the Business District, it really -- what has been intended -- is to be a more comprehensive mix of uses of commercial-type activities. So the ones we are trying to move off the Avenue, where are they going to go? We pictured them moving to the Business District.

SKILLICORN: Mayor?

MAYOR FRIEDEL: Yes, Councilman.

SKILLICORN: Thank you, Mayor. So I really think it is the role of the Council to set that direction, and I believe this would be appropriate. It'd be good for the town. But furthermore, like, some of the things that were brought up this evening, like, there was a vision for 400 additional units in this area. That is not something I support. I think that that would actually undermine the charm of this area and undermine the values of our town. Higher density, bringing 400 more units, I don't think brings vibrancy. I think it brings more issues to our town, and I would actually disagree with that.

So I really think that these are the types of things that the Council should actually set a policy on this and actually weigh in. Now, we may not need to do that this evening, but that is going to be my opinion, is that there is an avenue for additional mixed use so that the property owners can actually use their properties and actually make them more economically vibrant and viable.

But I also don't think changing the character of our town with so many additional residents and additional units and parking and traffic and everything that higher density brings. I do not want us to become Scottsdale. We are Fountain Hills, and we're Fountain Hills for a reason, because we have elbow space here. We have big lots and we have low density, but there is potential for this 35-15 agreement, and I still think

there should be some direction on a, you know, a minimum amount of retail in this area.

MAYOR FRIEDEL: Also, I want to remind everybody that this is discussion -- I'm sorry, this is question period right now, not discussion. So if you have a question, then we'll hear that. But let me get to the next person in the queue, which is our Town Manager.

GOODWIN: I do have a question, Mayor. Thank you. And it's just a clarification because there's been some questions. So you highlighted, John, that you are proposing a 35 and 15. Is that right?

WESLEY: Yes.

GOODWIN: I'm just asking because the staff recommendation is different in the packet, which identifies a 20. It highlights a minimum of 35 and not to exceed 20 units per acre. So I just want to make sure we're considering the right thing so that there's no confusion.

WESLEY: That would be a good idea.

GOODWIN: And I believe, if I'm wrong, Vice Mayor, I believe that's the numbers you mentioned when you were bringing it up. So I just wanted to, again, I don't want any confusion out there what numbers we're really working on here.

WESLEY: Right. Yeah, I believe if we look at the actual ordinance, 2602, it is 35 and 15.

GOODWIN: Okay, thank you.

WESLEY: And so the 20 went with the 45, and so probably got some numbers transposed maybe there in the staff report. Yes.

KALIVIANAKIS: Thank you, Mr. Mayor. Yeah, and I don't want to put words in your mouth, so if I say something wrong, please correct me. You know what we're doing, I think it's pretty important tonight. I think what we're not doing is trying to say that they're going to have residential on the ground floor by right. I think tonight is what

we're talking about, trying to increase retail usage in this new Downtown zone. Is that what we're doing, right? Trying to encourage retail?

WESLEY: Correct.

KALIVIANAKIS: Right. And so would you say that this is kind of reverse logic, but if we want more retail, we have to be more generous with residential? Isn't that what's in your report?

WESLEY: Mayor, Councilmember, yes. The common term is, retail follows rooftops. And so when you have the population through the residential development, that's when the retail will come to serve that population.

KALIVIANAKIS: Yeah, and I would agree with that, because when we put Park Place in here, the residential was the economic driver, and then it took years to backfill with the retail. Is that correct?

WESLEY: Correct.

KALIVIANAKIS: And is that what we're trying to accomplish tonight by incentivizing developers to build buildings in empty lots so that we can have a vibrant downtown -- general plan, strategic plan -- by incentivizing developers to spend their money building lots that are primarily going to have retail on the bottom?

But they're going to incentivize them because, as we know, Arizona is pretty sparse in the summer, and then there's a lot of activity in the winter. But if they had six units, maybe at 35 or 40 per, then they would get that rental income all year long. And then even if the summers are -- you're still incentivizing developers to build on those lots because there's still going to be profits coming in.

WESLEY: Yes.

KALIVIANAKIS: Is all that right?

WESLEY: Yeah. I'll make one clarification, Councilmember. That's when you said retail on the ground floor. It's commercial on the ground floor, particularly in the Business

District. So it might be retail, but it might be office, it might be something else in the Business District. But it is non-residential on the ground floor.

KALIVIANAKIS: Well, in the original overlay -- I don't think there'll be any American Family Insurance or office buildings. I thought it was supposed to be a certain type of business.

WESLEY: Mayor, Councilmember, on the Avenue District, that's true. But in the Business District, it's more open.

KALIVIANAKIS: So it would be open to other types of businesses, but it would still give them the opportunity to move in there, again, based on the fact that it's economically viable based on residential being on top.

WESLEY: Yes.

KALIVIANAKIS: Yeah, I would be for 35 or 45, as the packet says, to increase that to incentivize it so we can get a lot more retail and fill empty lots, which is what everybody's talking about, you know, when's this downtown going to look full. So that's -- thank you very much.

MAYOR FRIEDEL: I'll just add that I think every time we have a renter that stays here year-round, it's over $500 a year in sales tax revenue that's generated versus somebody that just visits. Councilmember?

MCMAHON: Thank you very much. Not to cloud the issue, but piggybacking on Brenda's understanding, that's my understanding too. So right now what we're deciding on is density, and later on, you know, knowing that we're going to have commercial down on the bottom floor, and later on depending upon who the buyer is, the builder, blah, blah, blah, we'll take a look at what they want to build, what they want to put in, if there's an SUP, et cetera. So right now we're deciding on density?

WESLEY: Correct.

MCMAHON: Okay. Thank you.

WATTS: Thanks. So I'm still stuck on the clarification of the 15 units per acre that -- 35. See, told you I got 35 dwelling units per acre, 15 units max per acre per block. Well, how big is the block then?

WESLEY: 11 acres.

WATTS: 11 acres. Okay. I think it's pretty close. I just think the wording has to be real clear, and I'm not sure it is in the recommendation at this point. And the other thing is that I still would like to do something to push the retail as opposed to commercial.

MAYOR FRIEDEL: That's going to come later.

WATTS: I don't need the help, thank you very much. So if we could have a minimum eventually of something in the area of 15 to 75 percent to satisfy -- we haven't done any calculations on it. We haven't got any feedback from Economic Development on, you know, what the likelihood is. So I'm a little concerned about that as well. So with that, I don't have any more questions.

MAYOR FRIEDEL: Seeing nobody else has anything, do we have any comment cards on this, Town Clerk?

BENDER: Yes, Mayor, we have one card. Crystal Cavanaugh.

CAVANAUGH: Yeah, it's confusing. I'm with you, Peggy, because I came in to say, plain and simple, regarding the density, we can always zone up. But you can't come back down once we make it into too large of a number. But the more this is being discussed, you know, at 35 units per acre, I get it better than the last time it was discussed, because even at that time, you guys thought 16, you know, would be a more logical number.

And so that's when it went back to Planning and Zoning. But then surprisingly, the majority didn't decide on the 35, and they did express that there was actually an ASU interest in helping to create, you know, some overview of options, and I think they were even going to do that for free to give us some type of district. And so my thoughts were apartments don't keep us from growing stagnant, but creative businesses do.

So I didn't want to zone us out of possibility. And even when John Wesley, of all people, John, said 15 units per acre initially, I thought that actually sounded pretty reasonable considering it started at eight. And I was worried whether someone would come in and merge the parcels. So I'm transitioning in my brain here to the 35 units per acre with that cap if someone did come up and buy a whole block of it, because I like that protection.

Because currently, it's zoned -- Plat 208 is zoned as the entertainment district. And so I always worried if you approve the larger ones, you're going to zone away the options and opportunities. And when apartments take the priority, entertainment and dining options go out the window, and that's tax revenue for us. Because, for example, I know you're trying to put these businesses on the bottom, but let's take, uh, Park Place -- the ice cream shop. They've had complaints because it's too busy, too noisy. There's customers, and that's an ice cream parlor.

So then I worry about how restrictive any solicitation and recruitment of other businesses for some of these apartments will be. And I also liked the aspect before when it was 16 units per acre, thinking it was going to make them smaller and more fitting for a charming downtown area. And so that's where I've come kind of full circle. As long as you do have some of these protections in place, I could support the 35 and then get an SUP in case special circumstances come up. So that's all I have to say.

EARLE: There you go. Thank you, Mayor. Before I want to make a motion, but I want to say this was very confusing for me as well as everyone here, and I appreciate the multiple meetings and communication to understand and learn this. And when I asked John, "Could you talk to us like we're kindergartners, show us some pictures," that kind of helped me too. So thank you very much, John, for your presentation. I would like to make a motion --

MAYOR FRIEDEL: Before you make the motion, let me close the public hearing.

EARLE: Hello.

MAYOR FRIEDEL: Is that all right?

EARLE: Okay.

MAYOR FRIEDEL: Yeah. Okay. All right. I'm going to close the public hearing. Vice Mayor?

EARLE: Okay, thank you. I'd like to make a motion that we keep the original at a minimum of the 35 units, but with the provision of the overall density of a block that cannot exceed 15 units per acre.

MAYOR FRIEDEL: 15 or 20?

EARLE: John clarified it was 15.

WESLEY: Yes, Mayor. Yes, 15 at the 35. 20 if you went up to the 45, which we discussed in the staff report because it had been brought up by P&Z.

EARLE: But it was a little boo-boo there.

WRIGHT: Yeah. And I think probably the easiest motion is to adopt Ordinance 2602 with the density as listed. So the density listed on the sample ordinance is 35 units per acre, provided the -- I'm sorry, 35 units per acre above ground floor per lot, provided the average density of the total block does not exceed 15 units per acre. So that's exactly what you said. So approving Ordinance 2602.

EARLE: Can I just say what she said? Is that what will be recorded? Okay, then we just need a second.

SKILLICORN: Mr. Mayor?

MAYOR FRIEDEL: Yes, Councilman?

SKILLICORN: Thank you, Mr. Mayor. Would the Vice Mayor be open to amending it to add instructions to limit non-retail in the instructions, and it could be open to discussion, you know, something 50 percent, something 60 percent, something 70 percent, something like that. Would the Vice Mayor be open to that amendment?

EARLE: Allen, that has to be discussed at a different time, so I'm open to that at another time. Oh, Jen. Oh, the attorney will speak.

WRIGHT: Yes, Councilmember Skillicorn, that's a very good point to want to bring up, but that's not agendized for this meeting. So we can add that as a new ordinance at a different meeting because we did not properly agendize limiting the type -- changing the district to limit the type of commercial development.

KALIVIANAKIS: I'll second her motion.

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

BENDER: Councilmember McMahon.

MCMAHON: Aye.

BENDER: Councilmember Skillicorn.

SKILLICORN: Yes.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Aye.

BENDER: Councilmember Watts.

WATTS: Aye.

BENDER: Vice Mayor Earle.

EARLE: Aye.

BENDER: Mayor Earle.

MAYOR FRIEDEL: Aye.

BENDER: Mayor, 6-0.

MAYOR FRIEDEL: Thank you. Moving on, John, I see you're on deck for the public hearing and consideration of possible action for rezoning the area bounded by La Montana and Saguaro Boulevard to remove the existing entertainment and planned

shopping plaza overlay districts to the area bounded by the same streets. I'm going to open a public hearing. All yours.

WESLEY: Okay, thank you, Mayor, Council. So now that we know what the overlay district is going to say, it's time to consider the rezoning of the downtown area to remove the two overlays and put the new one in place.

And so the 's just again stated the area south of Palisades is where we have the two overlays that we will remove, and then the full area of the downtown overlay would be rezoned to have those uses allowed. And so through the process, we did earlier on go through the citizen participation process as well as the notice process for all property owners in the area and around the area and publish the notice.

WESLEY: So here's the graphic representation of the zoning change showing the existing zoning with the overlays and what's being proposed with the rezone. I'll go through these fairly quickly because we've had a lot of discussion, but if I need to stop or you want to have questions later, we can come back.

So the overall ordinance again has three districts: Avenue District, the Business District, and the Innovation District. Basic components of the Avenue District are that it has the retail commercial uses allowed, not the office uses; limits the areas within 50 feet of the streets to the active retail entertainment type uses. And then otherwise is the same as what's currently allowed in the existing entertainment overlay. Does allow residential above the ground floor; no residential on the ground floor.

WESLEY: Business District adds the office uses as it currently is allowed. And then Entertainment District -- outdoor seating is removed from the right-of-way because there really isn't right-of-way area to do that there. Otherwise, it's the same as currently exists and again will allow residential by right on upper floors up to the 35 units per acre and then requires SUP for anything on the ground floor or anything above the 35 units per acre.

WESLEY: Innovation District keeps the commercial uses as currently allowed through the C-2 District but increases some of the other employment-type uses that we think are appropriate in this area. Some of the light employment activities with laboratories, manufacture, assembly of non-hazardous materials, and then as any commercial district allows residential through an SUP. So staff and Planning Commission have recommended approval of this rezoning. Any questions from the Council?

MAYOR FRIEDEL: No. Are there any comment cards?

BENDER: Yes, Mayor. Dan Kovacevic and Crystal Cavanaugh, if she still wants to speak.

KOVACEVIC: Mayor, Council, good evening. I'm Dan Kovacevic. I'm a 15-year Fountain Hills resident. I'm speaking for myself as a citizen. I'm not representing Planning and Zoning tonight. I appreciate your approval of the density. Thank you very much. Because bringing in the spending power to generate more sales tax revenue is a worthy goal. I wanted to add some color. I appreciate the conversation about the commercial. I wanted to add some color on that.

John mentioned the Bondi property -- that's a 12,000-square-foot commercial lot on the Avenue that we approved. We all approved it for 2,850 square feet of retail. The back is all garages and supporting the residential. And it's a beautiful building, no regrets. But now we just saw a second proposal on Parkview, a 6,000-square-foot lot with only 890 square feet of commercial, completely defeating the purpose of the business overlay.

And if we continue to allow this, we're only going to get a minimum of sales tax-generating revenue from our real estate in the downtown. So as the attorney said, we've got to bring this up at a future meeting, but it's something that does need to be addressed because we're setting up a situation where people can come in, build residential buildings by right with just a minimum of commercial. So but you've addressed it tonight. I appreciate it. Thank you very much. Thanks for your consideration.

MAYOR FRIEDEL: Would somebody like to make a motion? All right, I'm going to close the public meeting now. Motion?

KALIVIANAKIS: Motion to approve Ordinance 2608. Is that the one we're talking about right now?

WATTS: I believe so.

MAYOR FRIEDEL: Motion to approve?

WATTS: Second.

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

BENDER: Councilmember McMahon.

MCMAHON: Aye.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Aye.

BENDER: Councilmember Watts.

WATTS: Aye.

BENDER: Councilmember Skillicorn.

SKILLICORN: Yes.

BENDER: Vice Mayor Earle.

EARLE: Aye.

BENDER: And Mayor Friedel.

MAYOR FRIEDEL: Aye.

BENDER: Mayor, 6-0.

MAYOR FRIEDEL: Thank you. Okay, we'll move on now to the Call to the Public. Are there any speaker cards?

GOODWIN: Mayor, one second. We do have one item regarding the legislative agenda, unless there's any discussion on that. I know it's been pretty stagnant there.

MAYOR FRIEDEL: Yeah, we haven't had a meeting in a couple weeks. Any updates on the legislative agenda from anyone? Okay.

GOODWIN: Okay. If not, I just want to make sure we check.

MAYOR FRIEDEL: Yeah, okay. Now we'll move on to the Call to the Public. Do we have any speaker cards?

BENDER: Yes, Mayor, we have five cards. I don't believe the one speaker is still here, Anna Kelleher. So it'd be Cindy Couture, followed by Shelby Blecker, then Al Ronca, followed by Kimberly Bartmann.

COUTURE: Hello, Mayor and Council. I'm Cindy Couture. I'm a longtime resident, and I just have a quick thing to say. Here's a question. If I invited you to my home to talk to me about something and I said, "Sit down," and I sat and did paperwork and did my business, talked on the phone and stuff, and two hours later I said, "What was it you wanted to talk to me about?" Wouldn't you think that was disrespectful?

I think it's disrespectful to put Call to the Public this late in the meetings. You are elected to listen to us, and we need to be listened to at the beginning of the meeting. I don't have to work, but some people do, and you need to move it back to the beginning. I know that Councilman Kalivianakis and Councilwoman Peggy McMahon want to have it at the beginning, and the rest of you need -- just at least two more of you need to change that. I just think it's disrespectful of your townspeople. Thank you.

MAYOR FRIEDEL: Thank you. Next speaker.

BLECKER: Good evening, Mayor, Councilmembers. Shelby Blecker, resident of Fountain Hills. I'm here tonight to say that I'm a little disappointed in some of the Councilmembers' failure to support the letter to AG Mayes. I'm a strong believer that you should stand up for what you believe in. And if you can't say what you believe in and stand up for it, you probably don't believe in very much at all.

So I'm also a little bit confused about some of the comments that I heard that night. And I'm going to paraphrase that some of the reasons that we shouldn't be supporting this letter. I heard that AG does a great job already in prosecuting a lot of these cases.

Now, when I type in a Google search, "How many cases has AG Mayes prosecuted that dealt with federal judges or elected officials being threatened or attacked," the result that I get is "Arizona Attorney Kris Mayes has made a public commitment to prosecuting threats against election officials and other public officials. While she's engaged in high-profile legal battles, the provided search results do not enumerate a specific total number of criminal prosecutions she has personally initiated against individuals for threatening federal judges or elected officials."

So that didn't hold water. I heard that we're a small town. AG Mayes is going to take that comment and throw it in the trash. Well, it's my opinion that just like Call to the Public, you listen to the members of the public. Writing a letter to the AG is your chance to be Call to the Public to our elected state officials. Why not do it? Then I also heard that it's not our business to tell the AG how to do their job. Why not?

I don't understand that comment either. You know, we have plenty of people that come to Fountain Hills, names like Biggs, Schweikert, Glassman, Chaplik (ph.), Reem (ph.), Khalif (ph.). They all come here to get our votes, and they all come here to tell us what they want to do and to ask us what we want them to do. So why not write a letter to Attorney General AG and tell her what we want to do? I thank you members that approved that letter, that added your name to it.

But there's also a person that I met recently by the name of Sean Dow. Now, just like me, Sean likes to hold elected officials' feet to the fire, and I plan on working with him to hold elected officials' feet to the fire. I think that letter was a great letter. It sets a precedent. It's not performative, like some people in social media and in the Times have said. It sets a precedent. It says what we want. And like I said, I'm disappointed in those members that couldn't find the courage to support that letter. Thank you very much.

MAYOR FRIEDEL: Thank you. Next speaker.

RONCA: Mayor, Council, Al Ronca, 23 years. I support both Councilwoman Kalivianakis and McMahon in their effort to move the Call to the Public back to its original position earlier in the meeting. As you know, presently we have to file a speaker card at 5:30 and wait until now in order to voice our opinions to a body that we've elected to represent us. You should be eager to hear from us.

Although this is better than nothing at all, it feels punitive. It's like we've been slapped across our hands. Elected officials shouldn't silence speakers or put barriers in our way, even if it means that we might express an opinion that's disfavored. I respectfully ask that you put this item on a future agenda as proposed by Councilwoman Kalivianakis. Thank you.

MAYOR FRIEDEL: Thank you. Next speaker.

BARTMANN: Kimberly Bartmann, Fountain Hills resident since 2001. But if you're a new resident of Fountain Hills or you've lived here since it was first began before it was incorporated, you should have a voice. And I'm wondering which candidate for Mayor and Town Council you will support. This is to all public, at home and in the audience. Which candidates will bring our community together? Which candidates truly care about Fountain Hills? Which ones will leave behind partisan politics and do what they truly believe is best for our town? Who will support Fountain Hills thriving and coming together? Who will divide it? Who has divided it?

Who will want to rename our Fountain Hills Community Center to the Charlie Kirk Freedom Center? Hannah Larrabee and Allen Skillicorn proposed this. And Ben Larrabee is the spouse of Hannah Larrabee, so I imagine you might want to ask him what he plans to do. They also proposed a statue to be placed on public property. Who will put our town first? I encourage you to attend the Candidate Council Forum on April 29th. That's a Wednesday, I believe, at 6 p.m. And the mayoral forum on Thursday, April 30th at 6 p.m.

I also encourage you to speak to these folks and look at their social media, see what they've done for our town, see what type of volunteer work they do, see if they support ROT. Because my daughter's 19 years old and got a mailer from ROT, and it was a nasty thing about Brenda Kalivianakis. And my daughter was like, "Wow, I am not going to vote for people who put trash in our mailbox." Thank you.

MAYOR FRIEDEL: Thank you. Is there any Council discussion or direction to the Town Manager?

WATTS: I think the issues on 9E need to be clarified. I'd like to bring it back, talking specifically about the cap of 15 and the verbiage along those lines, and the retail component, and talking about as a percentage of commercial.

GOODWIN: So let me just ask for clarification because the item passed tonight. So the 15 and whatnot is --

WATTS: No, I understand that.

GOODWIN: I don't have a problem if staff -- if John needs to maybe put out a little bit of a clarifier so that the rest of the Council has something to sort of -- that goes into more detail than we were able to go into tonight. Do you want something to come back, though, that addresses the retail component that was being discussed with Councilman Skillicorn and whatnot. Is that correct?

WATTS: Yes. Yeah. I want to back on the agenda as soon as we can so we can get clarification on both of the things, the verbiage on the 15, because it is clear as mud, and the commercial component, I think we need to address that so we don't have 90 percent commercial and ten percent retail. So I want to get that back out there. And so Councilman Skillicorn talked about 75 percent. I don't know that I -- but I'd like to hear the merits of it.

GOODWIN: Okay, so I hear your request. I'm going to assume Councilman Skillicorn is supportive of that. Is there someone else that would like to have that on the agenda?

MAYOR FRIEDEL: I'm interested in the retail component. The other stuff, I think we've already -- that ship has already sailed. So is this a future agenda item, but we're giving direction, or which way are we doing this?

GOODWIN: It's sort of one way.

MAYOR FRIEDEL: I just want to make sure --

GOODWIN: Sure. It's related to an earlier item tonight. So yes, I will take that as direction and we'll work with staff to make that happen.

MAYOR FRIEDEL: Good, thank you. Any other future agenda items?

KALIVIANAKIS: I'd like to address that, Mr. Mayor. Well, again, just showing the validity of Call to the Public, which I do really support. And we had a caller tonight that wanted to hold the public officials' feet to the fire. I think that's an excellent idea.

So based on that suggestion on the Call to the Public, I would recommend that we revisit our code of ethics, toughen it up and put it back where it used to be. And also as part of that agenda, future agenda item, I would like to reinstate the ability for members of the community to file ethics complaints against the Town Council.

MCMAHON: I'll second that.

MAYOR FRIEDEL: Thank you. Can I get a motion to adjourn?

WATTS: Move to adjourn.

MAYOR FRIEDEL: Second.

KALIVIANAKIS: 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 April 21, 2026, at 8:21 p.m.

APPROVED:

TOWN OF FOUNTAIN HILLS

_____
Gerry M. Friedel, Mayor

ATTEST:

_____
Bevelyn J. Bender, Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting held by the Town Council of Fountain Hills on the 21st day of April 2026. I further certify that the meeting was duly called and that a quorum was present.

_____
Bevelyn J. Bender, Town Clerk

TOWN OF FOUNTAIN HILLS
MINUTES OF THE REGULAR COUNCIL MEETING
OF THE TOWN OF FOUNTAIN HILLS
MAY 5, 2026

A Regular Meeting 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 Gayle Earle; Councilmember Brenda Kalivianakis; Councilmember Rick Watts; Councilmember Peggy McMahon; Councilmember Allen Skillicorn

Councilmember Hannah Larrabee attended by telephone conference call

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

Post-Production File

Town of Fountain Hills

Regular Council Meeting Minutes

May 05, 2026

Transcription Provided By:

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

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EARLE: Okay. Now we will again, for those -- if anybody came in late, our -- the Mayor -- you might notice I look a little different. He's over at the community center to welcome guests to our town.

So I'd like to start -- oh. Let's see. Call to order first. I did that. Okay.

We will start with 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.

EARLE: We now have the invocation. It's provided by Regan Mitchell. And please -- stand, if you so please.

MITCHELL: First, I'd like to thank the Council for inviting me, and I appreciate the opportunity it is to do this today. If you are able and if you would like, would you bow your heads and pray with me?

God, I pray for two things today, Lord. We come on behalf this Council in this town. We ask for unity and charity. Would we be unified in that we are here to represent the town. We are here to represent the interests of the town. And I pray that each member of the Council today would have grace, would have wisdom, and would have clarity.

And then I pray for charity, Lord, that we in this room, would have charity for one another. While we may have disagreements, while we may disagree on things and policies, would we have charity with one another as people? And would we come together? Would we be civil, and would we be kind?

I pray these two things Lord, charity and unity. It's in Christ's name. Amen.

Thank you both.

Thank you, everyone.

EARLE: Thank you. Now, I'd like to call on the Town Clerk.

Can I please have a roll call?

BENDER: Vice Mayor Earle.

EARLE: Here.

BENDER: Councilmember Skillicorn.

SKILLICORN: Here.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Here.

BENDER: Councilmember Watts.

WATTS: Here.

BENDER: Councilmember Larrabee.

LARRABEE: Here.

BENDER: Councilmember McMahon.

MCMAHON: Present.

BENDER: Vice Mayor, you have a quorum.

EARLE: Thank you.

Now, I would like to call on the Town Manager.

GOODWIN: Thank you, Vice Mayor.

I have a few updates for everyone this evening, so bear with me.

First, I want to share a brief recognition of our finance team. The town recently received its 30th consecutive Certificate of Achievement of Excellence in Financial Reporting from the GFOA, the Government Finance Officers Association, for Fiscal Year 2025.

This is the highest form of recognition in government accounting and financial reporting, and receiving it for 30 consecutive years reflects a long standing commitment to transparency, accountability, and sound financial stewardship. So congratulations to our finance staff and everyone involved in that effort.

Paul, I know you're out there. Thanks to you and the team for get -- for making that happen and continuing 30 years of success.

I also want to recognize that this week is both Public Service Recognition Week and Professional Municipal Clerks Week, both celebrated May 3rd through 9th. This is an opportunity to recognize the dedicated public servants at every level of government, including our own town employees who work each day to serve this community. I want to sincerely thank our staff for the work that they do, often behind the scenes, to help

Fountain Hills keep moving forward.

Lastly, I want to remind everyone that our Summer kickoff event is coming up next Saturday, May 16th, right before school lets out. The program is from 5:30 to 9:00 at Four Peaks Park. It's the second year of this very popular program. It's something that we have found to be very, very successful. There'll be waterslides, food, a foam cannon. Ryan is super excited about the foam cannon. If you haven't seen him on our social media promoting that, you should. It's pretty entertaining.

And then, of course, new this year we have a main stage featuring local youth performances, including a high school garage band, dance performances, and the Fountain Hills Youth Theater.

Wrapping up the evening is going to be a showing of Zootopia 2 on the 60-foot screen over at reminder. It's at 4 Peaks Park, and a special thank you to Fountain Hills High School staff for helping coordinate the local performances.

Vice mayor, that's my update.

EARLE: Thank you.

GOODWIN: Thank you.

EARLE: With that, we'll move on to the proclamations, and I'm going to read the first one, which is a proclamation to rededicate 250th Day, which is May 17th, 2026, whereas, the United States approaches its 250th anniversary, inviting reflection on our founding principles and heritage. And whereas, faith, gratitude, and unity have long been foundational to our nation, and whereas Rededicate 250 is a national jubilee of prayer, praise, and thanksgiving scheduled on May 17th, 2026 on the National Mall in Washington, D.C.

It aims to mark the United States' 250th anniversary by rededicating the country as one nation under God, featuring religious services, speeches, and performances to celebrate American history.

Now, therefore, be it resolved that I. I'm not Gerry, but I'm reading it for Gerry Friedel, Mayor of the town of Fountain Hills, Arizona, do hereby proclaim May 17th, 2026, as Rededicate 250 day, and encourage all citizens to observe this day with reflection,

gratitude, and unity.

And with that, next, I would like to invite Councilman Skillicorn to please read the next one.

SKILLICORN: Thank you, Madam Mayor.

So I'd like to read a proclamation about Thursday's National Day of Prayer. So whereas Americans have long sought God's guidance and blessings through prayer, and whereas our nation's founding documents reflect a reliance on divine providence, and whereas, the National Day of Prayer, established by Congress in 1952, designates the first Thursday of May for a National Day of Prayer, and whereas the 2026 theme is Glorify God among the nations seeking him in all generations, from First Chronicles 1624.

Now therefore -- therefore be it resolved, that the town of Fountain Hills and Mayor Gerry Friedel do hereby proclaim May 7th, 2026, as the National Day of Prayer.

EARLE: We have the Panzos -- did I say that right -- to accept this?

[PAUSE]

SKILLICORN: And this is Pastor Rick Panzo from Calvary Chapel. And also, is it president of the Ministerial Association. All right, Rick.

PANZO: Hi. Thank you. We at the Fountain Hills Christian Ministerial Association, we actually had a meeting today, and all of the churches were together. We enjoy serving the community together, where our mission is just to serve the community the best we can, providing whatever we can as churches together, and individually reaching out to the community.

So we're really happy about getting together and doing something in the National Day of Prayer. That -- we're going to have prayer out at the fountain on Thursday at 8 a.m. They do a prayer walk a little while after that up the Overlook Trail, and they pray at that time.

And then also at the flagpole right out here. We meet at noon, and we have a time of prayer where we have the people come out, the churches come out. And so it's just a great time to remember that there's hope outside of the trouble that's going on in the world.

So thank you all. I invite you all to join in with us in those events. God bless you.

SKILLICORN: Thank you pastor. Is there a website that they can see the dates or the times?

PANZO: Yeah, there is a website, the FountainHillsCMA.org. Or you can go to the Facebook page for Fountain Hills Christian Ministerial Association on Facebook.

So thank you.

SKILLICORN: Thank you, sir.

EARLE: They're pointing at me.

Okay. Next, we have Councilwoman McMahon presenting the next proclamation.

MCMAHON: Good evening. This is the 57th annual Professional Municipal Clerks Week. And whereas the office of the Professional Municipal Clerk is a time honored and vital part of local governments that exist throughout the world.

The office of the Professional Municipal Clerk is the oldest among public servants, whereas the Office of Professional Municipal Clerk provides professional link between the citizens, local governing bodies, and agencies of government at other levels.

Whereas professional municipal clerks have pledged to be ever mindful of their neutrality, and impartiality, and rendering equal service to all.

Whereas the professional municipal clerk serves as the information center on functions of local government and community, whereas, professional municipal clerks continually strive to improve the administration of the affairs of the office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, provincial -- county and international professional organizations.

And whereas it is most appropriate that we recognize the accomplishments of the office of the Municipal Clerk, and now they're -- now for there be resolved, that mayor Gerry Friedel, Mayor of Fountain -- Town of Fountain Hills, excuse me, along with the town Council, do recognize the week of May 3rd through 9th as professional municipal clerk week, and further extend appreciation to Bev, our -- and our town Clerk's office, for the vital services she performs and exemplary dedication to our community.

Thank you.

[PAUSE]

EARLE: It's on. It looks like I was supposed to give this proclamation to -- okay. So you told me there was nobody here. It's okay.

Okay. So we have this if we want to take a picture, and then if somebody wants to say something. But we do need to correct it, so we'll get you the correct ones.

[PAUSE]

[CROSS TALK]

UNIDENTIFIED SPEAKER: Everybody's going to be welcome on at 4:00. It'll be outside and actually the patio of the chamber on Sunday the 17th. So all those present will hopefully you'll all be present on the 17th too.

Thank you very much.

EARLE: Okay. Next, we have -- I will call on the Town Manager to present the next item.

GOODWIN: Yes. Thank you. A number of meetings ago, Councilman Watts asked about our efforts -- the town's efforts to make sure that we are following safety procedures, ensuring the safety of our staff, and making sure that we are addressing any concerns as it comes to staff safety.

Today we have an update from our Deputy Town Manager and Administrative Services Director, Dave Trimble. He's put together a number of slides to kind of walk through what the town does, how we do it, and why it's such a priority for us.

So with that, I will turn it over to you, Mr. Trimble.

TRIMBLE: Okay. Thank you.

And Vice Mayor, and Council.

Yes. As Rachel was saying at the January 20th Council meeting, Councilmember Watts had asked about workplace safety, and particularly in the town's non-fire department functions. So that's what we'll focus on today.

We also mentioned the OSHA's top ten list, and that just is a -- something that shows the safety issues that OSHA cites, most often, on a yearly basis.

So as a follow-up to that, we put together today's presentation to look at the town's

injury record, you know, OSHA safety areas most relevant to town staff, and the safety measures and training already in place.

And I am happy to report that the record shows only a small number of isolated injuries, and really no pattern of repeats tied to any one particular OSHA category.

And a little bit deeper on that. So we were able to look at the last 12 years' worth of data. And what we found is that the town had 11 days away cases, 11 injuries over that, over that time frame. So obviously 11 over the course of 12 years is pretty low. Those mainly, again, were fairly minor and did not show any repeated pattern of any one particular OSHA area.

And then also our workers' compensation rates, as expected, have followed that good injury trend as well. So it did not suggest any -- any problems in that area.

As we looked at the most relevant topics or areas of concern that OSHA has on their top ten list, you see a lot of those on this slide. The one that was not on their list is heat exposure. And we definitely have our fair share of that with our field staff. But that did not make OSHA's list.

One thing that did make their list, that's not on ours here, is forklift safety, because I don't think we have any forklifts.

So we'll get into more things on the next page, here. We talk about some of the risks that we do encounter. The main thing here, too, is just to note that the town's risk profile is significantly lower than some of the other cities and towns out there, just because of the fact that we contract out a lot of the big, larger scale work utilities. We don't have the water, sewer. Obviously, we contract out trash and police services. We have a large landscaping contract. And you know, most of the road construction is out there too, handled by contractors, so that transfers that risk to them.

Having said that, though, we do have our fair share of field activities, and those are what we kind of wanted to focus on. I won't read all those. You can see them up there. But you know, some of the highlights are, we deal with electricity, we operate tractors, front loaders, chainsaws, just on a little bit lower scale than some of the other places out there.

So some of our safety measures that we do have in place is -- those are listed, kind of on a high level on this slide. I think one of the most important ones, in fact, is our supervision and hiring. So we really look for -- when we -- when we hire employees, we're looking for a safety mindset. And hopefully our supervisors are laying the foundation for that, and bringing that good judgment to their day-to-day decisions, and then our staff follows that.

And other things on here. Obviously, the town provides personal protective equipment. Whatever employees and supervisors want, we usually -- we always, that I know of, have gotten for them. And we require things like steel toe boots. So we have a steel toe work boot reimbursement program, and we also have our bloodborne pathogen program.

We have a biohazard cleanup service that, hopefully, we don't use very often, but we have. And when we have used it, it's been very appreciated.

Other things, we have hands on training that's happened in the past. So we've brought out vendors from our chainsaw supplier, our pressure washer people, and trained employees on that. Our herbicide applicators have to receive at least six hours of formal training each year.

We require heat safety plans, and those include things like allowing more water breaks. We modify our schedules in the summertime to start earlier. As you can see, providing more -- more water, electrolytes, shade, things that kind of go without -- without saying in our climate. So we definitely do that.

Additionally, outside review. So AMRRP is our insurer, and they provide a yearly site visit. So they send out a loss prevention coordinator. They do a site visit. They come up with a list of any deficiencies or things to note. And staff always takes care of those as we -- as we are made aware of them.

And also, we're subject to state-type visits too. So in 2015, some of us will remember the long list that Arizona Department of Safety came up with. Pretty comprehensive list. No -- no major fines or anything like that, but it was a long list, and we remedied those. A lot of those were things that were permanent fixes. So there were one time

fixes, and obviously those things remain in place to this day.

Next slide is a little bit more about our training. We have online libraries. A couple different ones, save personnel slash vector solutions, and we have safety source as well. Those are through our AMRRP our insurer, at no additional cost as well.

Really large comprehensive libraries, over 150 training courses in there. 50 hours plus of -- of safety training is available there. And then importantly, it tracks the progress and the courses that the employees have taken. So we always have that documentation if we need to go back to that.

And over the past five years, our employees have taken over 1,200 classes online and then over 500 hours has been taken by our employees in the last five years. Also, you see up there injury tracking and OSHA records. So we are subject to keeping our records. So whenever there's an employee injury, we have to fill out the -- what they call an OSHA 301, right at the time of the injury.

And then yearly we have two other reports that we do. One is kind of a detailed report of every injury. That's the -- I think that's the 300. And then the 300(a) is a report that is compiled. And it's just an overall summary of those injuries. It says how many. And that is published, for anyone who wants to see that.

So finally here, on my last slide. I think the bottom line here is we have a pretty good track record. Only a small number of isolated injuries over the past years. No repeated pattern out there. And then finally, we have a comprehensive group of safety measures that are in place that we just kind of talked about.

So that concludes my presentation, and if there are any questions, I'll be happy to try to answer them. And I have my public works director and community services director, if I get stuck stumped, so.

WATTS: David, do we have a safety officer on staff?

TRIMBLE: I think I would be the closest one to that. We just met a couple weeks ago. Brought all the departments together. But it's not necessarily a boots on the ground position. But that we rely on our supervisors for that type of role.

WATTS: Because I think when I asked to investigate some of this, the 300 reports have

timelines on them when you have to file those, depending upon the type of incident and so on. But I was more concerned -- or equally as concerned about the safety equipment.

The fire department is anything but bashful about asking for the most up to date safety equipment, and I would like to make sure that town staff had that same opportunity. Whether it's fall protection, the lockout, tag out. Communications look like they're good as long as people are taking advantage of them. Respirator equipment, eye and face protection, all of those things become important.

I hate to see them expire. I've just watched an article the other day about somebody that was in a trench, and I know we've got some trenches going on, and EPCOR does the shoring, but sometimes it's easy to dig a four foot trench and hop in and just fix the issue, whatever that issue may be, without shoring.

And I think we should strongly encourage people to make sure they take advantage of the safety protocols and the safety equipment that we provide, so that they've only got one life. Let's not compromise it. So -- and I think that's the responsibility of the safety manager to drive home.

So thank you for the report, though.

TRIMBLE: Thank you. All right.

MAYOR FRIEDEL: Next, Rachel?

GOODWIN: All right. Next up, we have Director Weldy. He's going to be giving a presentation on where we are at with our wash maintenance efforts. As a reminder, our wash maintenance is --is not a -- is not a simple or quick process. It took a number of years to get us where we are. We continue to make progress, and Director Weldy will share where we are at, as of today.

WELDY: Thank you for the introduction.

Mr. Mayor. Councilmembers.

The primary reason that that we picked this night is because we are at the end of our maintenance for this year, not only for the fiscal year, but as we approach the summer season. This is the time of year when we have a lot of reptiles and other creatures that

start stirring. And if you've ever walked in a wash, or been in a wash, you may or may not have discovered them.

Imagine, if you would, that you were an individual running a chainsaw, or dragging branches. It becomes increasingly difficult to hear those creatures, and it's an inherent danger that's increased substantially for possible bites and wounds. The town manager led off with this -- excuse me.

We are probably about at least two decades behind and wash maintenance. There's been a considerable amount of discussion with the Mayor and Council on how best to tackle this. The Mayor and Council has approved funding at several different levels. Currently, the funding level has allowed staff and contractors to proceed. We're making great progress.

I will note, that after tonight's meeting, for those listening or watching from home, or reading, that they will be upset that their wash was not serviced. As earlier stated, when we brought the contract for wash maintenance back to the Mayor and Council for ratification and an amendment, we noted that we would be focusing on Ashbrook wash. For the town's portion, that starts at Hampstead, that's adjacent to the high school and runs east all the way to the reservation.

During this year and a small part of last year, crews managed to make it all the way to Saguaro Boulevard in Ashbrook, wash. I encourage you, if you have an opportunity while the weather is nice -- that's this afternoon, apparently -- to take a look down there. There is a substantial difference in before and after photos, and we have a few of those we're going to look at here tonight.

But I think it's important to note -- and the Mayor, along with some other Councilmembers have gone out and looked. We still are encountering unprecedented amounts of trespass in the form of illegal dumping, which amounts to tons and tons of appliances, backyard grills, those types of things. But we're also encountering fire pits, stone and or concrete type outdoor cooking, or fire apparatus. And all of this is in the town's property.

Bricks. Block. I could keep going on in regards to the amount of construction debris.

And the reason I'm bringing all of this up is clearing all of that, or addressing all of that takes a considerable amount of time and money.

Having said that, the next portion where we'll return in the fall east of Saguaro Boulevard, is going to be one of the most challenging locations. If any of you would like to come out with me and take a look at the reason why, it's literally tons of material that has been dumped over people's back fences. Some of it is actually created additional land, where one or more residents have encroached onto that, and planted gardens, trees, shrubs, those kind of things.

Having said that, here is our wash map. This not only shows our washes, but it also shows the dams that the town owns, and is responsible for. As noted earlier, we have a little bit more than 200 acres of wash. It's roughly 20 years behind in maintenance, and the maintenance, and I've gone over this detail in the past is not to clear cut and or remove everything. The primary focus is removing ladder fuels, and also removing invasive species.

Here are some before and after pictures of the Ashbrook wash area. Will have some updated pictures for the next one. This is also another section of Ashbrook, wash. Please let me know if I'm moving too quickly to the photos.

This is the one off location on Saguaro at Emerald wash. As part of observations from a resident, it was noted that there were was trash in this area. Typically, when we get communication from the Town Manager to address these types of things, we're thinking about a small amount of trash, maybe two or three trash bags, a small trash can. In fact, in this location, it was truckloads.

We took the opportunity at that time to remove all of what we would consider ladder fuels or combustibles, and also clean the area up, and hopefully discourage that type of activity.

This is another angle to that same location in Emerald wash. This is a close up of that area. And I always put this as our last slide. As a reminder, and there are certainly representation from the fire department here, this is the defensible space. If you are a property owner, this detail describes what you should do in regards to protecting your

home to the best of your ability. And you'll note that the defensible space there is from the occupied dwelling, not the fence or the outbuilding or other part of the home that is not occupied. And we'd like to share that message.

There are considerable amount of people that believe that the defensible space, based on a comment from their insurance company, or something they read, is considerably more. But this is the -- the -- I'm not sure what standard this is. I got it from the fire marshal some time back, and I don't believe he's in the room to comment on the background on that, but I'm certain that the chief would, if necessary.

With that, that is our update. As a reminder, wash maintenance is ended, will be back when it cools down and will be working in Ashbrook wash.

I'd be happy to answer any questions, if there are any.

MCMAHON: Thank you. Thank you for your presentation. I'm a little bit surprised that we're so far behind. It's not your fault or anybody else's. It's 20 years of trash. Given the situation, are there any suggestions or things that we can do or the town can do, as far as having a program or something like that, that will alert people to this, and ask people to not dump, et. cetera.

I don't know. It's a big -- there's so many houses that run along here. I think it would be difficult to send notices or anything like a campaign for cleanup, up, et cetera, because you don't want people going out there and cleaning up. But is there any way we can help out?

WELDY: Mr. Mayor, Councilmember.

So the Mayor and Council already helped by encouraging people to speak. If you see something, say something. Also visiting these sites, and we have a considerable amount of outreach information on the towns website. And please note, for the areas where there is a trash pass, we contact the property owner and make them aware of that, and ask them to remove the items that can be reasonably removed without placing them in harm's way.

You're welcome.

MAYOR FRIEDEL: Justin, just a quick question on funding. How are you set for funding

for additional wash maintenance?

WELDY: Mr. Mayor, we currently have funding to take us through the end of this fiscal year. It not only covers the Wash maintenance that fund, but it also covers some of the environmental services in regards to household hazardous waste, those types of things. We currently have an unspent fund balance and we're managing that. But we'll be very, very close to using the entire allotted amount by the end of the fiscal year.

MAYOR FRIEDEL: Thank you.

WELDY: You're welcome.

EARLE: Thank you. I just had a resident request. What is -- what would be the likelihood of placing trail cameras in the washes? And is there a fine for dumping?

WELDY: Mr. Mayor, Madam Vice Mayor, we actually -- and we don't like to discuss this in great detail, but we already have several locations where we have cameras. We had some areas that were very prone to unauthorized dumping of materials, typically by home builders, pool builders, that they would sneak in and dump stuff in the wash. We have had the support of the Maricopa County Sheriff's Office and have been able to address that and really reduce that to the best of our ability.

In regards to the -- over the back fence, there are simply too many locations, so we really focus on the primary entry points into named washes.

GOODWIN: I think to sort of piggyback on what you shared, Justin, sort of in line with what you shared, Councilmember, as well as you. I think the process here is that it's been twenty years, and so it's -- it's a hard habit to break when it's sort of been passively allowed. So part of our uphill battle is this is making folks aware that that's not okay. And this is why and this is -- and helping educate those behaviors and correct those behaviors.

So working through Mike Pelton and our, you know, our press releases and our community newsletters and things like that. We will continue to try to better educate so that folks understand the impact that that has and how to better dispose of those things. So we'll continue down that path too.

MCMAHON: Thank you. Is there any way in the process -- you're saying that there's a

lot of construction, company dumping, et cetera? Is there any way in the process through the town with construction workers and permits, et cetera, that they're notified that they can't dump these things in the washes, et cetera? Is that something, if it's not already done, that can be included in that process, or is it already included?

WELDY: Mr. Mayor, Councilmember, I can't speak in regards to building safety, but for those that secure an encroachment permit, they typically inquire and say we have X amount of cubic yards or tons of material. Do you have a location from them? In the past, we've certainly accepted thousands of tons.

MCMAHON: Uh-huh.

WELDY: A good example of that is by permit only the Ashbrook wash between Fountain Hills Boulevard and Hampstead. We have been working on that for the slope stabilization.

MCMAHON: Uh-huh.

WELDY: That's a good example of authorized use of select materials in regards to building safety. I would not be able to answer that. Mr. Wesley is not able to be with us tonight, but if the Mayor and Council would like a follow up, we can certainly have a conversation, he and I, and then get back to the Mayor and Council in the near future.

MCMAHON: Rachel, what do you think of that? following up with John, Director Wesley?

GOODWIN: Sure. I think that's a great idea. Because, again, you know, Justin's really focused on the maintenance side of this, where we're going into is sort of that construction and you know, the violations there of our different ordinances and things. So I think what we can do is we can work with John to get an update out as to where our challenges have been, what we've been able to do to address it, and if there's other more aggressive measures that we can potentially consider.

MCMAHON: Thank you.

GOODWIN: Sure. Absolutely.

MAYOR FRIEDEL: Justin, correct me if I'm wrong. When you and I were out, we saw a lot of construction debris from homeowners. It wasn't necessarily construction

companies. It was from homeowners that were dumping stuff into the wash and over the fence?

WELDY: That is correct. You're welcome.

WATTS: And Justin, Sycamore wash has always been kind of a thorn because of dumping for staging for future use. But I would note that a lot of the washes have signage that says pursuant to Arizona Revised Statute and gives the number that it's illegal to dump. Have we enforced any of those, or is it an issue of catching the culprit, so to speak?

WELDY: Mr. Mayor, Councilmember in fact, we have. So when -- when they have been caught, there is a process there. One of them is, we notify the Maricopa County Sheriff's Office because it's a trespassing, illegal dumping.

As it goes through that process, the town is simply referred to as the victim after that. So we don't get involved in the prosecution and to what extent they have them clean it up or pay a fine, it kind of varies. More often than not, they're more than willing to come in and remove their debris and apologize and pay the necessary fees for the trespass that are adopted as part of our fee schedule.

WATTS: Thanks.

WELDY: You're welcome.

KALIVIANAKIS: I'd like to make a motion to approve the consent agenda.

EARLE: Second. Second.

MAYOR FRIEDEL: We have a motion and a second for the consent agenda.

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

BENDER: Councilmember Larabee.

Councilmember McMahon.

MCMAHON: Aye.

BENDER: Councilmember Watts.

WATTS: Aye.

BENDER: Councilmember Skillicorn.

SKILLICORN: Yes.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Aye.

BENDER: Vice Mayor Earle.

EARLE: Aye.

BENDER: Mayor Friedel.

MAYOR FRIEDEL: Aye.

BENDER: Mayor, six-zero.

MAYOR FRIEDEL: Thank you.

Moving on to our regular agenda, we've got consideration and possible action regarding the purchase of a fire truck.

Rachel.

GOODWIN: Thank you, Mayor.

Chief Ott is going to walk us through this, but essentially he has. If I can correct me if I'm wrong, but you have one brush truck on order, and it's -- we're already coming up on replacing brush truck number two. Is that accurate?

OTT: That is correct.

GOODWIN: All right. Why don't you walk us through that?

OTT: All right. Good evening, Mayor and Council and our -- welcome Town Attorney. And first off, I want to say that as my involvement in things over the years -- I've never been able to do anything without a good town clerk, and I'm just happy that we can celebrate Town Clerk's Week.

So with that being said, our overall vehicle replacement plan had been to replace a brush truck in FY '26 and one in FY '27. Both of the trucks meet the requirements for the vehicle replacement policy. They're over ten years old. I think we've done a good job on the ones 2012 ones of 2013. We've stretched the lifespan of those trucks out as far as we can, trying to be good -- good stewards of -- of our funding.

So with that in mind, we came to you in -- in 2025, before the summer break looking at -- at trying to acquire a brush truck for FY '26. We did a -- not to exceed $390,000 for that. We were able to secure a truck for $313,000. So it was well below what we'd

asked for in June of 2025.

Due to some construction delays on that truck, which is not uncommon when you're doing specialty vehicles, they're not able to deliver that truck in FY 2026. So in working with finance, we kind of switched some things around. We were able to get another truck that meets our needs a little bit less than the $313,000 that will be available to us at the end of May, which we will be able to take possession of in FY '25 -- or excuse me -- FY '26. And then we moved the truck that we came to last summer to ask you for to FY '27. Both of those vehicles were funded in the vehicle replacement fund, and they're sufficient to US dollars to cover both of those trucks.

So what we're asking for tonight is the approval to go ahead and get the FY '27 truck, and FY '26, and move forward with that. If there's any questions, I'd be happy to field those.

EARLE: I turned it off. Sorry. I would just like to make a motion to approve.

MCMAHON: Second.

MAYOR FRIEDEL: Let me see if there's any comment cards first.

BENDER: Mayor received for comment cards, none of which wanted to speak, and they were for this item.

MAYOR FRIEDEL: Okay. Thank you.

So we have a motion and a second. Can I get a roll call? Vote, please.

BENDER: Councilmember Skillicorn.

SKILLICORN: Yes.

BENDER: Councilmember Larrabee

LARRABEE: Aye.

BENDER: Councilmember McMahon.

MCMAHON: Aye.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Aye.

BENDER: Councilmember Watts.

WATTS: Aye.

BENDER: Vice Mayor Earle.

EARLE: Aye.

BENDER: And mayor Friedel.

MAYOR FRIEDEL: Aye.

BENDER: Mayor, seven-zero.

MAYOR FRIEDEL: Thank you.

OTT: Thank you very much.

MAYOR FRIEDEL: Thank you.

Moving on to regular agenda item B, consideration possible action related to the FY '26 pavement management projects.

Rachel.

GOODWIN: Thank you, Mayor. We have Director Weldy back up with us again. Shifting gears a little bit. As we know, road maintenance is a -- is a priority for this community. This year's maintenance is well underway. If you've driven pretty much anywhere in town, you can see evidence of that.

However, we do have one proposed change for this year's pavement management that Justin is going to walk us through this evening.

WELDY: Thank you for the introduction and the opportunity.

The pavement management plan is driven by data. That data was collected some years ago. Each year, as part of the budget planning process, the town staff works with the vendor based on the proposed budget to create an unrestrained scenario. So every different type of treatment, and every different classification of road we have is put into the software, and it provides information.

From that the town staff, and there are four or five of us that work on it, we sort through all of those and we look at sections and if it picks just a small section of a particular road, we look at other ones that have been selected to determine if we can take smaller segments and create a super segment, or complete an entire section, or an entire length of road.

We come back to the Mayor and Council with that information that we've put together.

And in this particular case, we did come back. One of those that was selected was a small portion of King Street. After the Mayor and Council approved it and we were underway, further observation of that area determined that that just wasn't the best use for the limited funding we have.

We spent the next several weeks and months looking at our options, and the way we do that is we take a look at the data and determine what the best use of the funding is. And we primarily focus -- because we've already addressed the major portion of it -- on the backlog. And there are several hammerheads and or cul-de-sacs, or very short street segments that fall under that.

Having that information, we then go back to the data. And our starting point is the pavement condition index, that is the PCI. We pulled that data, and it generated a lot of information. We then had to sift through and physically observe each of those locations, and then get it down to the ones that we believe is in the best interest, and best management practices.

So we are here tonight to share those locations with you and ask that the Council consider reallocating the funding that was previously approved for a short section of King Street for those short street segments and cul-de-sacs.

With that, we will get started with the list. This is Regency Place, which is off of King Street. It's also important to note that a lot of these short street segments and cul-de-sacs will either tie into, based on the PCI data, an existing road that has already been paved, or one that is in the five or ten year horizon, based on the backlog and the condition of the adjacent roadway.

This is Nightingale, just off of Malta. This is Westminster Place. This is adjacent to Ashbrook, wash. This is Cameron, which is Kind of in the area of the Little Falcons campus. Royal Court once again, this is off of King Street. This is Sage Drive, and it gets a little bit confusing there because of the dead end road. But this is just a section that we selected based on the condition and the funding.

When we discuss pavement condition indexes -- so the data, it also -- the vehicle that drives over this is a very sophisticated and up to date technologically advanced piece of

equipment.

It doesn't just look at the pavement condition index, but it goes over the entire spectrum. It looks at all of the cracking, whether it be block cracking, longitudinal, or alligator, which is sometimes how we refer to it, and they also have received from us the approximate date that the road was constructed, pre-incorporation versus post incorporation. That gives us a general idea of what the subbase is like. And then town staff takes a look at these segments to determine whether or not it's viable.

Based on our observations and the funding allotted, these are the locations that we have selected.

With that, I'll be happy to answer the questions that I can to the best of my ability.

SKILLICORN: Thank you, Mr. Mayor. Director. If approved, what's the timeline for addressing these cul-de-sacs?

WELDY: Mr. Mayor, Councilmember by June 30th.

SKILLICORN: Mr. Mayor, Director. Completed by June 30th or starting June 30th?

WELDY: Substantial completion, Councilmember.

SKILLICORN: Thank you so much.

KALIVIANAKIS: Okay. Next time they turn that off.

Anyway, Director Weldy, when I saw this on the agenda and obviously the thought that went into redirecting road funds to what was obviously not the top of the list, but to redirect those funds based on your 19 years of experience, and obviously using the -- the data that you had, I just want to tell you, I think this is some of the best work you've done to redirect those funds to things that needed to be done more, and those neighborhoods and those cul-de-sacs. I'm sure they'll appreciate your recognizing that their roads need to be done.

So I just wanted to tell you, I when I read that I said this -- this is when things are working the best. When we have people like you looking, looking out for the roads and the People that live in those roads and redirecting assets that you could have just spent, that you took the extra time and you said, no, they could be best spent here. So hats off. I appreciate it.

WELDY: Mr. Mayor, Councilmember. Thank you for the kind words. As a reminder, I am the spokesperson. So while yes, I am involved, there's actually a small staff that has spent an incredible amount of time on this, and I will share those kind words with them tomorrow during our meeting.

KALIVIANAKIS: Thank you for the correction, I appreciate that.

WATTS: Thank you for the presentation. While I'm disappointed that King Street isn't being done, I think ultimately it's going to have to be done, similar to what was -- what occurred on Palomino.

But I also note that I haven't seen so much pothole repair equipment on King Street except over the last two or three weeks. Maybe four weeks. Lots of potholes. It is coming apart, I think. But I think it's a good opportunity to address those cul-de-sacs. I'm very much supportive of it.

MAYOR FRIEDEL: I'll just make one comment. I'll say that the data is important, but getting out and seeing these roads physically, the data sometimes doesn't tell the whole story.

So I appreciate the effort and the direct select of getting these brought up to speed. Vice Mayor.

EARLE: I didn't know we were doing comments now, so I'll make my comment before I vote yes. I do want to also thank you for your due diligence. And just -- I know there was a time when people were upset about direct select, but this is why direct select works when the actual get human eyes on there and see what's best, not always following just what the BOS system says. Thank you.

MCMAHON: Can I make a motion or are we going to comment cards first?

MAYOR FRIEDEL: I want to see if there's any comment cards, please.

BENDER: Mayor, we received six cards. Five are for it and one is against. They did not want to speak.

MAYOR FRIEDEL: Okay. Thank you.

Councilwoman.

MCMAHON: Thank you. I'd like to make a motion to approve the reallocation of

previously -- previously authorized fiscal year '26 pavement management funding in the amount of 46,300 from King Street Boulevard project to reconstruction of the selected cul-de-sacs and street segments, as identified by staff and stated in your report. Thank you.

EARLE: Second, that.

MAYOR FRIEDEL: We have a motion and a second, can we get a roll call vote, please?

BENDER: Councilmember McMahon.

MCMAHON: Aye.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Aye.

BENDER: Councilmember Larrabee.

WATTS: Aye.

BENDER: Councilmember. Skillicorn.

SKILLICORN: Yes.

BENDER: Councilmember Watts.

WATTS: Aye.

BENDER: Vice Mayor Earle.

EARLE: Aye.

BENDER: And Mayor Friedel.

MAYOR FRIEDEL: Aye.

BENDER: Mayor, seven-zero.

MAYOR FRIEDEL: Thank you.

Thank you, Justin.

WELDY: You're welcome.

MAYOR FRIEDEL: Moving on to item C.

Rachel?

GOODWIN: Thank you, Mayor.

This is a -- a big item in terms of moving forward with the FY '27 budget. Tonight is the resolution setting forth the tentative budget and establishing the maximum budget. So

remembering that tonight, we present and you guys pass what will be the maximum expenditure for the FY '27 budget.

Paul is here to walk us through. I know there have been a few changes from our last budget conversation. I think you're going to highlight those. And then he's here to answer any additional questions you might have.

Paul, I'll turn it over to you.

PAUL: All right. Good evening, Mayor, Vice Mayor, and Council.

Thank you for another opportunity tonight. We've talked about a lot -- we've had many conversations about the fiscal year 2027 budget, many of them required by statute. This is one of those steps. And as Rachel mentioned, the tentative budget under statute sets the maximum amount that the town can budget for next year. There were a couple of changes that I'll get into, but overall, this is a briefer presentation. Kevin asked me for five slides, but I brought forth, I think, 10 or 11, but I'd be happy to discuss any questions you have during the presentation.

So just two updates. Everything's the same from the proposed budget work session that we had until today, other than these two changes that we made. The first one was actually something we noticed that was accidentally removed from the budget. It's been the budget for years. We receive a grant from the Office of Tourism -- the State Office of Tourism for tourism type programs, and it's been the budget -- for some reason, in the hustle and bustle of putting the budget together, we removed it by mistake and final reviews of the budget.

We found that error, and we added back in. So that's all that's being changed. $80,000 of additional expenditures to be able to spend the grants in the tourism Fund managed by the Economic Development Director and her division.

And the second one we have been we've gone through an energy audit process that will be bringing forth, possibly to Council here before the end of the fiscal year. There's a possible project that we've been discussing. And so just to give the Council additional ability to be able to approve another project for next year, we had another million dollars of budget in the Capital Projects Fund as a contingency. So that means the town

staff could not use that budget unless the Council approved a project to go along with that contingency.

So we add million dollars there and the Capital Projects fund, which brought our contingency in that fund up to $1.7 million from $700,000. So those are the two changes. They went up, as you can see.

Real quick, just to focus on revenues. Before we get into the expenditure side, all the revenues are the same from the proposed budget that we already discussed and went over at another work session, to the tentative budget. We're projecting $38.5 million of revenues for next fiscal year, $26.8 million in the general fund, and so on and so forth, going down the line of funds.

The one thing that I want to kind of highlight here, that I haven't told the Council at this point, or reported to the Council, is we've had an extremely strong first four months of this calendar year. January through April have probably been the best four months that we've had as a town since I've been here. So next Council meeting we'll be discussing that more at length.

So just to give you an idea, we've had all these conversations about the budget being conservative. What other cities and towns are doing. I know you've probably seen the news that some cities are facing budget deficits going into next year. We're not in that situation at all. We're in a safe, sound, situation from a revenue perspective, and we're actually having a really good run right now. So we'll see how we go into next fiscal year, but no changes from the proposed budget to the tentative budget. 38.5 million proposed of -- of projected revenues.

Expenditures, you'll see on your screen. The proposed budget we brought forth was 49.2 million, and this budget, the tentative budget is $50.3 million, and kind of highlighted the two changes I mentioned already, the capital projects, funds going up to $11 million, and the economic development funds, including the tourism fund, went up by that $80,000.

The general fund contingency is the same. So our wiggle room for unforeseen, unexpected budgetary needs next fiscal year is a little bit over $1 million in the general

fund.

This is just a reiteration. We're required to follow the Constitution when it comes to the expenditure limitation. It's set by the State every year. That's the maximum we can spend as a town. Except for revenues that don't count towards the expansion limitation when we spend them. So we're just kind of showing you -- we went through this process, we have enough exclusions and carry forward, which just means exclusions from prior years that we've saved up, such as HERF revenues. And we have enough to make sure we're at least $1 below the expense limitation of $38.2 million.

The general funds, we like to show this every tentative of budget. It's just a reminder we have a conservative budgeting practice. We balance our ongoing revenues with our ongoing expenditures in the general fund. And because we're conservative in our projections, we generate typically more revenues than we project. Anywhere from three to $4 million more in revenues per year the past three years, and with our expenditures, our -- our financial systems and our policies restrict expenditures to that, that top amount. And so we typically come in two to $3 million below.

So that's where we get those general fund excess reserves at year end. Because this is just kind of showing you how our budget plays out and how it results in those savings. And just to piggyback on that, we've talked a lot about, well, we have excess reserve savings. Could we be doing other things? There are opportunities to maybe look at that in future years. But it's also because we have funding gaps. We don't have -- we don't set aside enough money systematically for our facilities reserve. We -- this Council has found opportunities to put more money in the streets, fund things like that. We've been able to do that because of what's on your screen here today.

The only other thing to note that looks a little skewed in the expenditure chart. Fiscal year '23, we used about $4 million of federal funds for public safety. Didn't come out of general fund, so that 15.7 million would have been closer to 20 million for fiscal year '23.

So again, general fund, nothing changed from the proposed budget to the tentative budget $26.8 million, an increase of 2.9%, broken out by department. Not much to say

there unless you have questions.

And all other funds in the budget. So I kind of listed all the major funds we talk about, like the streets fund, capital projects fund, facilities reserve, and all those funds. We also kind of aggregate or combine all the other ten funds in the budget. They're all kind of minor. We don't talk -- well, one of them is the vehicle replacement fund that Chief Ott just kind of mentioned, but across all those funds, $23.5 million in those budgets.

One notable thing that we've already talked about is we -- staff proposed an increase to the Streets Fund budget to give the Council more ability to do more road paving projects next year, $6 million. It's not as comparable because we did a lot this year with Palomino adding that as a capital project. But it's an increase over previous years. So giving you more ability and it's still somewhat sustainable where we feel like we'll have enough fund balance to work with in future years.

Capital projects fund up to $11 million with that $1 million of contingency, as well as the 80,000 I already mentioned. But in total, our budget is going down by 14 percent from fiscal year '26 to fiscal year '27. A lot of that has to do with the grant that we applied for last year, that the Council approved to work with the dark Sky Discovery Center. The grant wasn't successful, so we didn't receive that funding. We didn't spend that money, and we took it out of the budget for fiscal year '27.

Proposed transfers. This is the first time we talk about transfers. We budget these, and it's very similar to last year. With the Council approval, we're able to do this, will be able to make these transfers throughout the year.

The first one, the simple explanation for that is in the tourism fund that Amanda's team manages. We do receive -- or project to receive about $150,000 of grants to spend on tourism type projects and programs. But we also fund some of the tourism programs from economic development monies. So we basically do this each year since I've been here, to just transfer some of the ED monies over to tourism to allow for that spending. Now the tourism fund.

The second one, this is actually a new one. We have started to grow a large fund balance for the Court enhancement fund. It's a there's a statute that allows courts to

charge a certain fee to help supplement the costs of programs in the courts. And we've we have about $370,000 in that fund at this point and kind of been growing and -- and so just finding a way to use some of that money, we're budgeting to transfer up to $35,000 from that fund to the general fund to cover some payroll costs for the -- for the Court.

The third one, $1.4 million from the Facilities Reserve Fund to Capital Projects Fund. This is just for capital projects that are earmarked to be paid out of the facilities reserve fund.

Number one, the lake liner design, one million is the budget. You know, we'll see where it comes out. But every time we pay a vendor for that design, we'll transfer money to reimburse out of that $6.7 million that's been saved up for the lake liner for next year. Also, we have one more project, the air handler project, that's earmarked coming out of the facilities reserve fund, out of the nonlake liner savings.

And lastly, $1.9 million of development impact fee transfers. So basically any time we pay a vendor for a development impact fee project that we have sufficient fund balance to -- to pay for, we'll make a transfer from the development impact fee funds into the Capital Projects Fund to cover those costs. And so those are all very much planned and included in the budget schedules that are within the resolution.

So with that, the tentative budget is the final chance to make any changes to the budget before you consider adoption on June 2nd. So any Council direction would be welcomed at this point.

WATTS: Paul, one question. On the slide that you had the Streets Fund, where you had included one million dollars. But it said in the footnote, up to six million. Is the amount in the Streets Fund inclusive of the one million, or is it inclusive of the six million, and what's -- can you explain the footnote?

PAUL: Yes, absolutely. Mayor. Councilmember.

So the $8.3 million is inclusive of the six million. So what I was trying to convey there -- it's hard with such a small amount of space to put a footnote. All I'm trying to say there is we added one million dollars to the budget compared to fiscal, even fiscal year '26,

because we budgeted five million dollars directly out of the streets fund, other than Palomino for road paving projects.

We added one million dollars to that. So we're up to six million specifically for road paving, and the six million is within the 8.3 million. And remember, we had a pretty long conversation at, I believe, the February work session where we talked about there's a lot of other budgeted costs, how the streets fund, including the payroll for the staff, landscaping, road striping, things like that all kind of also come out of that fund as well.

WATTS: So all in the eight million dollars includes the one plus the six, and the balance is what was existing before?

PAUL: Yes. One is within the six. The six is within the 8.3.

WATTS: Gotcha. Thanks, Paul.

PAUL: Uh-huh.

MAYOR FRIEDEL: Do we have any comment cards?

BENDER: No, Mayor.

SKILLICORN: Motion to approve.

MAYOR FRIEDEL: Second?

MCMAHON: I'll second it.

MAYOR FRIEDEL: We have a motion and a second.

Can we get a roll call? Vote, please.

BENDER: Councilmember Larrabee.

LARRABEE: Aye.

BENDER: Councilmember McMahon.

MCMAHON: Aye.

BENDER: Councilmember Skillicorn.

SKILLICORN: Yes.

BENDER: Councilmember Kalivianakis.

KALIVIANAKIS: Aye.

BENDER: Councilmember Watts.

WATTS: Aye.

BENDER: Vice Mayor, Earle?

EARLE: Aye.

BENDER: And Mayor Friedel.

MAYOR FRIEDEL: Aye.

BENDER: Mayor, seven-zero.

MAYOR FRIEDEL: Thank you.

Thank you, Paul. Good presentation.

PAUL: Thank you. Next up?

MAYOR FRIEDEL: Next up is the consideration and action on Arizona Cities and Towns weekly legislative bulletin. Does anybody have anything they want to discuss?

No?

GOODWIN: There was a -- there was a call this week for the first time in a while.

MAYOR FRIEDEL: Yeah.

GOODWIN: But really, there wasn't a lot of action. It was just sort of letting everybody know to hold steady.

MAYOR FRIEDEL: Yeah. And that the budget probably isn't going to pass.

GOODWIN: Exactly.

MAYOR FRIEDEL: So all right. Then we'll move on to the call of the public.

Town Clerk, do we have any speakers?

BENDER: Mayor, we have one card and I may say her last name incorrectly. Linda Sommo.

SOMMO: Thank you. Mayor. Councilmembers.

My name is Linda Sommo and I have been a proud Fountain Hills resident for almost nine years now. I asked to speak tonight because I'm concerned that Fountain Hills residents can't trust the veracity of some of the Council, particularly Councilmember Skillicorn, and unfortunately, Mayor Friedel.

Mayor Friedel was sued and had to settle a claim by a constituent when he was caught lying about what the constituent said and did. Mayor Friedel was deceptive in claiming that he had saved the count -- he town of Fountain Hills money with the MCSO contract.

It would actually had nothing to do with the conversation that Mayor Friedel had with Sheriff Sheridan, because it had already been decided by the Maricopa Board of Supervisors.

He also claimed that when they -- when you set money aside for the replacement of the liner on the lake, that it was under his leadership that this had started, when actually it had started quite a while before. And I believe he was part of that when he was a Councilmember at the time, and already five million dollars had been set aside.

It's things like that that make me, as a citizen, embarrassed, because I can't trust the information that comes from the Council.

Councilman Skillicorn recently voluntarily withdrew his nomination for constable when he was at -- well, when his petitions were questioned by citizens, and showed that they were not -- that was proven the accountability and the truthfulness was not there. So instead of being told that he didn't qualify, he voluntarily withdrew. But then he released a news ad or a newspaper information that everything was caused by his opponent, his Republican opponent, the incumbent Dan Diaz. Whereas that really was not the case.

It's things like that that make me doubt what comes from this Council. I would really like to be proud of the town where I live, and I hope that that will change in the future. Thank you.

MAYOR FRIEDEL: Thank you for your comments, and I will address those since you mentioned me by name.

First of all, you were not in the meeting with Gerry Sheridan. There were three people in that meeting, myself, the sheriff, and the town manager. All we reported -- the town did a press release. All we reported was that as a result of what he told us in the meeting, the town received a 6.01 percent reduction in the sheriff's contract cost. That's all we did. I didn't lie about it.

We didn't care what other towns got. That's not our business. Our business is the town of Fountain Hills, first of all. So maybe those facts got distorted. You should really have the facts before you accuse.

Secondly, the lake liner was 100 percent under my direction. The first thing I did as a Councilmember, I went to the town manager at the time, which was Grady Miller, and I suggested we start a sinking fund to save money for a huge lake liner replacement, because how could we, as a Council, go to the residents of this town and say, we've done nothing to save any money for a lake liner that might cost, at the time, 14 million dollars?

So he said, Gerry, that's a great idea. That was under Ginny Dickey's administration. We started saving money under my direction, or question, to the town manager at the time, so I hope that clears that up for you. I didn't lie about the MCSO contract. We reported what we were told, and that was simple, and that was it. Thank you.

SOMMO: Thank you. And may I say something or not allowed?

MAYOR FRIEDEL: No, we can't have a back and forth. Thank you.

SOMMO: Okay. Thank you.

MAYOR FRIEDEL: Okay. Thank you. Let's see. We'll move on then to Council direction to the town manager.

GOODWIN: Mayor. The only direction I picked up tonight was a follow-up from Director Wesley in regards to the construction, and the dumping of fines, et cetera.

MAYOR FRIEDEL: Okay. I'll let you take care of that. Thank you.

GOODWIN: Yep.

MAYOR FRIEDEL: And do we have any future agenda items? Councilman?

SKILLICORN: I was waiting for the next motion.

MAYOR FRIEDEL: Move to adjourn.

WATTS: Motion to adjourn.

SKILLICORN: Second.

EARLE: Second, third, fourth.

MAYOR FRIEDEL: Thank you.

All in favor?

All: Aye.

Having no further business, Mayor Gerry M. Friedel adjourned the Regular Session of the Fountain Hills Town Council held on May 5, 2026, at 6:43 p.m.

APPROVED:

TOWN OF FOUNTAIN HILLS

_____
Gerry M. Friedel, Mayor

ATTEST:

_____
Bevelyn J. Bender, Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting held by the Town Council of Fountain Hills on the 5th day of May 2026. I further certify that the meeting was duly called and that a quorum was present.

_____
Bevelyn J. Bender, Town Clerk

TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date:	6/2/2026
Meeting Type:	Town Council Regular and Special Meeting
Submitting Department:	Administration / Finance
Prepared by:	Paul Soldinger, Chief Financial Officer
Staff Contact Information:	Phone: 480-816-5160
	Email: psoldinger@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Approving Resolution 2026-12, the Dissolution of the Eagle Mountain Community Facilities District.

Staff Summary (background)

On February 16, 1995, the Town Council adopted Resolution 1995-04, forming the Eagle Mountain Community Facilities District (the District). The District Board issued various series of general obligation bonds to finance and refinance the acquisition of public infrastructure benefiting the land within the boundaries of the District (Eagle Mountain neighborhood). All the long-term debt was paid off by July 2021, and the District has been inactive for 5 years and serves no further purpose. Therefore, in accordance with Arizona law, the Board of Directors considered closure of the District earlier tonight during the District Board meeting considering Resolution EMCFD 2026-01.

With closure of the District, the Town will receive any infrastructure not already conveyed to the Town, and will take on any potential liabilities of the District. In this case, the District may still have an outstanding liability related to the previous Qasimyar lawsuit, impacting local governments and special taxing districts in Maricopa County. The Qasimyar litigation resulted from a court ruling that Maricopa County incorrectly calculated certain residential property values when properties changed between owner-occupied and rental/non-primary classifications. The ruling required recalculation of affected property values and refunds to eligible taxpayers, with the resulting financial impacts allocated among affected property-taxing jurisdictions.

The Maricopa County Treasurer's Office last reported that the outstanding liability related to repayments made to impacted residents in the District amounted to about $47,000. The Treasurer's Office already processed those repayments to those impacted residents, but the District has not paid the County regarding this issue. The District's counsel, Greenberg Traurig, requested an update from the Maricopa County Treasurer's Office regarding the potential liability, with no response from the County. Therefore, there is a possibility that the County will seek repayment in the future, and with closure of the District, the Town may be responsible for the outstanding liability.

With the dissolution of the District, staff would transfer any remaining fund balance to the Town's funds, and transfer any infrastructure not already conveyed to the Town. This Resolution 2026-12 is presented for the Town Council's consideration to approve the dissolution of the District. All remaining legal and required steps to close the District will take place after tonight's meeting by Town staff and the Town's Special Districts Counsel,

Greenberg Traurig.

Related Ordinance, Policy or Guiding Principle

A.R.S. § 48-724

Risk Analysis

Without dissolving the District, staff will be required to administer the District budget and the Board will continue to meet each year for an inactive community facilities district that no longer serves a purpose.

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

N/A

Staff Recommendation(s)

Staff recommends approval of Resolution 2026-12, approving the dissolution of Eagle Mountain Community Facilities District.

Suggested Motion

MOVE TO APPROVE Resolution 2026-12, approving the Dissolution of Eagle Mountain Community Facilities District, and all necessary steps including transferring remaining funds and infrastructure to the Town

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FISCAL IMPACT

Fiscal Impact: N/A
Budget Reference: N/A
Funding Source: N/A

ATTACHMENTS

1. Resolution 2026-12
2. Presentation

RESOLUTION NO. 2026-12

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, MARICOPA COUNTY, ARIZONA, DETERMINING THAT EAGLE MOUNTAIN COMMUNITY FACILITIES DISTRICT, MARICOPA COUNTY, ARIZONA HAS BEEN INACTIVE FOR AT LEAST FIVE YEARS AND HAS NO FUTURE PURPOSE; ACCEPTING THE CONVEYANCE OF ALL PROPERTY OWNED BY THE DISTRICT, IF ANY; ASSUMING, TO THE EXTENT NOT OTHERWISE PROHIBITED BY LAW, ALL OF THE OBLIGATIONS OF THE DISTRICT; AND APPROVING ACTIONS HERETOFORE OR HEREAFTER TAKEN TO DISSOLVE THE DISTRICT.

WHEREAS, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (the "CFD Act"), the Mayor and Council of the Town of Fountain Hills, Arizona (the "Town Council"), adopted Resolution No. 1995-04 on February 16, 1995, which formed the Eagle Mountain Community Facilities District (the "District"), a municipal corporation and political subdivision separate and apart from the Town of Fountain Hills, Arizona (the "Town"); and

WHEREAS, subsequent to its formation, the District issued multiple series of its general obligation bonds to finance and refinance the acquisition of public infrastructure and public infrastructure purposes principally benefitting the land within the boundaries of the District in accordance with the CFD Act, and all of such public infrastructure and public infrastructure purposes were conveyed to the Town including land that was dedicated to the Town; and

WHEREAS, the CFD Act provides (1) that the District may be dissolved by a resolution of the Board of Directors of the District (the "District Board") if all of the property of the District has been conveyed to the Town and the Town has assumed all of the obligations of the District, and (2) that the District Board shall dissolve the District if the Town Council consents to comply with such conditions and determines the District has been inactive for at least five consecutive years and has no future purpose; and

WHEREAS, the District Board, by Resolution EMCFD 2026-01 adopted on the date hereof, finds and determines there is no property of the District that has not already been conveyed to the Town, and that any obligations of the District have been determined; and

WHEREAS, the Town Council hereby determines the District has been inactive for at least five consecutive years and has no future purpose;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, as follows:

SECTION 1. All property of the District, if any, conveyed by the District to the Town is hereby accepted.

SECTION 2. To the extent not otherwise prohibited by applicable law from doing so, all of the obligations of the District are assumed by the Town upon the date of adoption of this Resolution.

SECTION 3. All actions heretofore and hereafter taken by the officers of the Town in connection with the dissolution of the District are hereby approved. The appropriate officers of the Town are hereby authorized to execute all documents, instruments and certificates in connection with the dissolution of the District.

SECTION 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Resolution. All resolutions or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, this 2nd day of June, 2026.

FOR THE TOWN OF FOUNTAIN HILLS: **ATTESTED TO:**

Mayor

Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Town Manager

Town Attorney

Eagle Mountain CFD - Dissolution

- Special Taxing District formed in 1995 to finance infrastructure in Eagle Mountain neighborhood
    - Debt was fully paid in 2021
    - District has been inactive for 5 years
    - Existing fund balance of about $200, would be transferred to the Town
- Potential Qasimyar liability may be transferred to the Town
    - About $47,000 based on last report from Maricopa County Treasurer
    - Treasurer has not responded to Town regarding the liability, if any still exists

TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date:	6/2/2026
Meeting Type:	Town Council Regular and Special Meeting
Submitting Department:	Administration / Finance
Prepared by:	Paul Soldinger, Chief Financial Officer
Staff Contact Information:	Phone: 480-816-5160 Email: psoldinger@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Approving Resolution 2026-14, the Fourth Amendment to the Intergovernmental Agreement with the Maricopa County Library District Relating to the Operation of the Town of Fountain Hills Branch Library.

Staff Summary (background)

The Town entered into an Intergovernmental Agreement (IGA) with the Maricopa County Library District in 2001 to operate the Town of Fountain Hills Branch Library (Library). The Town entered into another IGA in August 2011 to continue operating the Library, and the collective governments have approved three amendments to extend the terms of the IGA since then. The current third amendment to the IGA expires on August 16, 2026.

The Town of Fountain Hills and the Maricopa County Library District collectively prepared this fourth amendment to the 2011 IGA, which would renew the terms of the IGA for one five (5) year term commencing August 17, 2026.

Arizona Revised Statutes provides municipalities with statutory authority to use Town property to house a library. Further, the Maricopa County Library District representatives seek to extend their relationship with the Town by continuing to operate the local library branch in Fountain Hills.

Related Ordinance, Policy or Guiding Principle

A.R.S. §§ 9-411, 9-419(B) & 11-952

Risk Analysis

Without approving Resolution 2026-14 to renew the term of the IGA with the Maricopa County Library District, Town residents may no longer be able to receive library services from the County District.

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

N/A

Staff Recommendation(s)

Staff recommends approval of the fourth amendment to the IGA with Maricopa County Library District to renew for another five year term commencing August 17, 2026.

Suggested Motion

MOVE TO APPROVE Resolution 2026-14, the Fourth Amendment to the Intergovernmental Agreement with the Maricopa County Library District Relating to the Operation of the Town of Fountain Hills Branch Library.

FISCAL IMPACT

Fiscal Impact: N/A
Budget Reference: N/A
Funding Source: N/A

ATTACHMENTS

1. Resolution 2026-14

RESOLUTION NO. 2026-14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, MARICOPA COUNTY, ARIZONA, APPROVING THE FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY LIBRARY DISTRICT RELATING TO THE OPERATION OF THE TOWN OF FOUNTAIN HILLS BRANCH LIBRARY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, as follows:

SECTION 1. The Town Council hereby approves the Fourth Amendment to the Intergovernmental Agreement between the Town of Fountain Hills and the Maricopa County Library District, in the form attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, this 2nd day of June, 2026.

FOR THE TOWN OF FOUNTAIN HILLS:

Mayor

ATTESTED TO:

Town Clerk

REVIEWED BY:

Town Manager

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A
TO
RESOLUTION NO. 2026-14

[Fourth Amendment]
See following pages

FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE MARICOPA COUNTY LIBRARY DISTRICT AND THE TOWN OF FOUNTAIN HILLS

THIS FOURTH AMENDMENT ("Amendment") TO INTERGOVERNMENTAL AGREEMENT (this "Fourth Amendment") is entered into between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and the Maricopa County Library District, a political subdivision of the State of Arizona (the "Library District"). The Town and the Library District are sometimes referred to herein collectively as the "Parties." All capitalized terms not defined herein shall have the meaning set forth in the Intergovernmental Agreement.

RECITAL

A. The Town and the Library District executed an Intergovernmental Agreement ("IGA") on August 16, 2011 to operate the Fountain Hills Branch Library, as subsequently amended by that First Amendment to the IGA and that Second Amendment to the IGA and that Third Amendment to the IGA.
B. The IGA as amended will expire on August 16, 2026.
C. The Town and the Library District desire to renew the IGA as amended and extend its term.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the promises and covenants set forth below, the Town and the Library District agree as follows:

1. The term for services under the IGA shall be renewed for one five (5) year term commencing August 17, 2026.
2. The Agreement and this Fourth Amendment is subject to and incorporates by reference the statutory language of A.R.S § 38-511.
3. In all other respects, the IGA as previously amended is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the IGA shall remain in full force and effect, as approved and amended.
4. This Fourth Amendment is effective upon execution by both Parties.

TOWN OF FOUNTAIN HILLS

BY:

_____
Gerry M. Friedel, Mayor
Town of Fountain Hills

Date: _____

ATTEST:

_____
Town Clerk

Date: _____

APPROVED AS TO FORM:

This Agreement has been reviewed by the undersigned Attorney for the Town who have determined that it is proper in form and is within the power and authority granted under the laws of the State of Arizona

_____
Jennifer Wright, Town Attorney

Date: _____

MARICOPA COUNTY LIBRARY BOARD OF DIRECTORS

BY:

_____
Chair of the Board of Directors,
Maricopa County Library District

Date: _____

ATTEST:

_____
Clerk of the Board

Date: _____

APPROVED AS TO FORM:

_____
Deputy County Attorney

Date: _____

TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date:	6/2/2026
Meeting Type:	Town Council Regular and Special Meeting
Submitting Department:	Administration / Finance
Prepared by:	Paul Soldinger, Chief Financial Officer
Staff Contact Information:	Phone: 480-816-5160 Email: psoldinger@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Approving Resolution 2026-16, designating Paul Soldinger as the Chief Fiscal Officer for officially submitting the Fiscal Year 2026-27 Expenditure Limitation Report to the Arizona Auditor General.

Staff Summary (background)

The Arizona Auditor General requires the designation of a Chief Fiscal Officer (CFO) by the Governing Board of a political subdivision, including the Town Council for Fountain Hills. The CFO is authorized to certify the Annual Expenditure Limitation Report (AELR) required by Arizona statute, and the report is filed with the Auditor General's Office each year. The Auditor General's designation form requires a copy of the Governing Board's Resolution to complete the annual filing. Resolution 2026-16 will designate Paul Soldinger as the CFO for the FY2026-27 AELR submission to the Auditor General's Office.

Related Ordinance, Policy or Guiding Principle

Arizona Revised Statutes §41-1279.07(E)

Risk Analysis

If not submitted to the Arizona Auditor General with the supporting Resolution, the Town will not be compliant with Arizona statutes.

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

N/A

Staff Recommendation(s)

Staff recommends approval of Resolution 2026-16.

Suggested Motion

MOVE TO APPROVE Resolution 2026-16

FISCAL IMPACT

Fiscal Impact: N/A
Budget Reference: N/A
Funding Source: N/A

ATTACHMENTS

1. RESOLUTION 2026-16

RESOLUTION NO. 2026-16

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, MARICOPA COUNTY, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2026-27 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report ("AELR") on the governing body's behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, as follows:

SECTION 1. The recital above is hereby incorporated as if fully set forth herein.

SECTION 2. Paul Soldinger, Chief Financial Officer, is hereby designated as the Town's Chief Fiscal Officer for purposes of submitting the fiscal year 2026-27 AELR to the Arizona Auditor General on the governing body's behalf and is hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, this 2nd day of June, 2026.

FOR THE TOWN OF FOUNTAIN HILLS:

Mayor

ATTESTED TO:

Town Clerk

REVIEWED BY:

Town Manager

APPROVED AS TO FORM:

Town Attorney

TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date:	6/2/2026
Meeting Type:	Town Council Regular and Special 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)

PUBLIC HEARING, with CONSIDERATION AND POSSIBLE ACTION: Relating to Ordinance 26-06, amending the Fountain Hills Zoning Ordinance, Sections 1.12, and 2.04 A and F; and adding Section 19.06 H, to provide for site plan modifications and murals.

Staff Summary (background)

At the December 16, 2025, Town Council meeting, staff presented an item for Council direction regarding the establishment of a Placemaking Strategy for the installation of murals on the exterior of buildings. The Community Economic Development Strategy and the Downtown Strategy both contain implementation strategies for placemaking. The current utility box murals program has drawn a lot of attention to this idea and staff has received interest from several businesses and property owners regarding painting murals on buildings.

Over the last several years, multiple business owners have expressed interest in murals on their buildings and have approached the Town with various proposals, including:

- Donating a wall for a Town-installed mural;
- Donating a wall and splitting the mural installation costs 50/50 with the Town; and,
- Fully funding a private mural installation (100% paid by the business or property owner).

In response to this, the Council directed staff to further explore what steps need to be taken to implement this portion of the strategy to ensure that murals painted on buildings will enhance the image and character of the town. Staff has identified two basic steps that are required to accomplish this goal: 1) establish a policy on murals for Town participation, and 2) amend the zoning ordinance to provide for and place basic standards on the installation and maintenance of murals.

Under current zoning provisions, the Town does not regulate installation of murals or have the means to review repainting a building unless specific paint colors were approved during site plan review. Further, the adopted Architectural Review Standards limit the number of colors that can go on a building. After reviewing the zoning ordinance, it has been determined that changes should be made to three sections of the ordinance: Definitions, Site Plan Amendments, and Architectural Review Standards in order to regulate installation of murals.

Unless the proposed changes to the zoning ordinance are adopted, murals can be painted on most buildings in town without any oversight or review by the Town.

Proposed Ordinance Provisions

The first item needed is a definition of mural. After reviewing language in other ordinances, staff is proposing the following definition be added to Sec. 1.12:

> Mural: A non-commercial picture, scene, or diagram displayed on the exterior of a building through application of paint, canvas, tile, panels or similar materials, generally for the purposes of decoration or artistic expression, including but not limited to painting, fresco, or mosaic.

Section 2.04 of the Zoning Ordinance establishes the requirement for site plan review and approval. As part of the site plan review process, the applicant is to provide a color pallet for how the building will be painted as well as a color elevation. It is through this means that the Town has the opportunity to review the exterior treatment of a building and respond to those design choices. There is nothing in the ordinance today that would prohibit a person from choosing to paint a mural on their building.

Section 2.04 A 2 states what types of development require site plan review prior to consideration of a building permit. This section is being expanded to make it clear that redevelopment would include modifications to the exterior of the building. This will give us clear authority to require Town review prior to repainting a building for a mural where a site plan currently does not exist.

Section 2.04 F establishes the criteria for site plan modifications. There is nothing in the current list of modifications that addresses changes to paint colors or other similar changes to the exterior of the building. In order to provide oversight of changes to existing buildings, staff is proposing that an additional provision be added as follows:

> F. Changes to paint colors, materials, themes, or exterior treatment of the facade.

There has been some concern with this change to Town policies and ordinance to provide for murals. Concerns range from having too many murals that the Town begins to look cluttered to the content of what might be included in a mural. Again, there is nothing in the ordinances today that would prohibit a mural from being painted on a building. There are free speech questions that can be raised. The following is being proposed as an addition to Chapter 19 to allow murals in a controlled manner:

> H. *Murals*. Murals as defined in Sec. 1.12 are permitted. A mural may use more than the five colors as stated in Sec. 19.06 B.
>
> 1. Murals must:
>
> a. Fit with and complement the architecture and other design elements of the building;
>
> b. Fit the context of the area; and,
>
> c. Utilize the design themes in the Town's most recently approved "Call to Artists" program.
>
> 2. Murals cannot:
>
> a. Cover doors and windows;
>
> b. Use metallic paint, reflectors, rotating lights, or lights pointing toward the street;
>
> c. Contain new electrical or lighting components;
>
> d. Contain profane, gory, or violent material;
>
> e. Contain words, except the artist's name in a lower corner of the mural;

f. Contain people or images of people;
g. Extend beyond the surface of the building wall or have materials that fasten to the wall;
h. Contain sign copy or logos. A mural shall be considered a wall sign or commercial message and subject to the requirements of Chapter 6, Sign Regulations, if it contains words, logos, trademarks or graphic representations of any person, product or service for the purpose of advertising or identifying a business; or,
i. Be installed on a designated historic property.

3. Murals must be maintained in good condition and repainted as needed to repair damage and avoid becoming faded.
4. Artists used to paint murals on the exterior of buildings must be selected from the Town's list of pre-qualified artists.

During the Planning and Zoning Commission discussion of this proposed amendment, several items were brought up by the Commissioners for discussion and consideration. Those items with staff comments are:

- The artist used should be limited to Arizona artists. The ordinance limits the allowed artist to those who have been selected by the Town through our call to artists program. Thus far the selected artists have all been from Arizona. Should the call to artist program select an artist from outside of Arizona in the future, it is unclear why they could not then be used to paint a mural on a building.
- Ongoing maintenance of the mural. The ordinance language includes the requirement that the mural be maintained in good condition and repainted as needed. Not maintaining the mural would become a zoning code violation and subject to the penalties of the ordinance. The only other option to enforce maintenance would be to include a provision that allows the Town to repaint the building and charge the cost to the property owner should the owner not maintain the mural. That language could be added to the ordinance if directed by the Council.
- Committee review of proposed murals. The Commissioners expressed concern over the types of murals that could be painted and recommended a committee of three be appointed to review and approve the murals. In the absence of the committee, staff will review the murals. It is important to note that the list of requirements for the murals contained in the ordinance is already very limiting, and the staff is already vetting the artist through the call to artist program. Requiring a separate committee would involve recruiting members, following open meeting laws, posting meetings, and keeping minutes. All of this only adds time and expense to the process without much additional value and would be redundant to the work done by the committee that currently exists to select the artists. This requirement could be added to the ordinance if directed by the Council.

Related Ordinance, Policy or Guiding Principle

Zoning Ordinance Chapter 1, Introduction
Zoning Ordinance Chapter 2, Site Plan Review Regulations
Zoning Ordinance Chapter 19, Architectural Review Standards

Risk Analysis

N/A

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

The Planning and Zoning Commission held a public hearing and discussed this text amendment at their April 13, 2026, regular meeting. There were no members of the public who spoke regarding this text amendment. The Commission discussion focused on four

topics: limiting the artists to Arizona artists, limiting the size of the mural, requiring a committee to review the proposed murals, and maintenance of the mural. Following discussion, the Commission voted 7-0 to recommend approval subject to each of these conditions, except the limitation on size.

Staff Recommendation(s)

In order to be able to regulate the painting of murals on the exterior of buildings, staff recommends adoption of Ordinance 26-06.

Suggested Motion

MOVE TO APPROVE Ordinance 26-06.

FISCAL IMPACT

Fiscal Impact: N/A
Budget Reference: N/A
Funding Source: N/A

ATTACHMENTS

1. Ordinance 26-06
2. Call to Artist Program

ORDINANCE NO. 26–06

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, MARICOPA COUNTY, ARIZONA, AMENDING ZONING ORDINANCE CHAPTER 1, INTRODUCTION, SECTION 1.12, DEFINITIONS, CHAPTER 2, PROCEDURES, SECTION 2.04 SITE PLAN REVIEW REGULATIONS A. PUPROSE AND APPLICABILTY AND F. SITE PLAN AMENDMENTS, AND ADDING CHAPTER 19, ARCHITECTURAL REVIEW STANDARDS, SECTION 19.06 H. MURALS, TO PROVIDE REGULATIONS REGARDING SITE PLAN MODIFICATIONS AND INSTALLATION OF MURALS

WHEREAS, the Mayor and Council of the Town of Fountain Hills (the "Town Council") adopted Ordinance No. 93-22 on November 18, 1993, which adopted the Zoning Ordinance for the Town of Fountain Hills (the "Zoning Ordinance"); and

WHEREAS, the Town Council desires to amend Chapter 1, Introduction, Sec. 1.12, Definitions, Chapter 2, Procedures, Sec. 2.04 A. Purpose and Applicability and F., Site Plan Amendments, and adding Chapter 19, Architectural Review Standards, Sec. 19.06 H., Murals, to provide regulations regarding site plan amendments and installation of murals; and

WHEREAS, in accordance with the Zoning Ordinance and pursuant to ARIZ. REV. STAT. § 9-462.04, public hearings regarding this ordinance were advertised in the March 18, 2026, and March 25, 2026, editions of the Fountain Hills Times; and

WHEREAS, a public hearing was held by the Town Council on May 19, 2026; and

WHEREAS, in accordance with Article II, Sections 1 and 2, Constitution of Arizona, and the laws of the State of Arizona, the Town Council has considered the individual property rights and personal liberties of the residents of the Town and the probable impact of the proposed ordinance on the cost to construct housing for sale or rent before adopting this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Chapter 1, Introduction, Chapter 2, Procedures, Chapter 19, Architectural Review Standards of the Fountain Hills Zoning Ordinance are hereby amended as provided in Exhibit A.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. This ordinance shall become effective thirty (30) days after its passage and adoption by the Town Council of the Town of Fountain Hills, Arizona, and its approval by the Mayor and attestation by the Town Clerk.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, this 2nd day of June, 2026.

TOWN OF FOUNTAIN HILLS, ARIZONA

_____
Gerry M. Friedel, Mayor

ATTEST:

_____
Bevelyn Bender, Town Clerk

REVIEWED BY:

_____
Rachael Goodwin, Town Manager

APPROVED AS TO FORM:

_____
Jennifer J. Wright, Town Attorney

ORDINANCE NO. 2026-06

EXHIBIT A

Chapter 1. Introduction

…

Sec. 1.12 Definitions

…

MURAL: A NON-COMMERCIAL PICTURE, SCENE, OR DIAGRAM DISPLAYED ON THE EXTERIOR OF A BUILDING THROUGH APPLICATION OF PAINT, CANVAS, TILE, PANELS OR SIMILAR MATERIALS, GENERALLY FOR THE PURPOSES OF DECORATION OR ARTISTIC EXPRESSION, INCLUDING BUT NOT LIMITED TO PAINTING, FRESCO, OR MOSAIC.

…

Chapter 2. Procedures

…

Section 2.04. Site Plan Review Regulations

A. Purpose and Applicability.

…

2. Applicability. All nonresidential developments, multifamily developments having five or more dwelling units, and mixed-use developments shall receive Site Plan approval prior to ~~submission of construction plans related to a~~ **ANY NEW** development, **OR** redevelopment, **EXTERIOR SITE OR BUILDING MODIFICATION,** or expansion of existing development. **IF A BUILDING PERMIT IS RQUIRED, THE SITE PLAN SHALL BE APPROVED PRIOR TO SUBMISSION OF CONSTRUCTION PLANS FOR REVIEW.**

…

F. Site Plan Amendments. Following approval of a Site Plan, modifications to the site or building must be approved through approval of a Site Plan amendment following the procedures above. Site plan amendment may be considered minor or major as defined below. The fee for a minor Site Plan amendment shall be one-quarter the current Site Plan review fee. The Zoning Administrator shall determine if a Site Plan modification is minor or major using the criteria below:

1. A modification shall be considered minor if the Zoning Administrator determines the modification involves:

…

F. CHANGES TO PAINT COLORS, MATERIALS, THEMES, OR EXTERIOR TREATMENT OF THE FAÇADE.

Chapter 19. Architectural Review Standards

…

Section 19.06 Materials and Colors

…

H. *MURALS.* MURALS AS DEFINED IN SEC. 1.12 ARE PERMITTED. A MURAL MAY USE MORE THAN FIVE COLORS AS STATED IN SEC. 19.06 B.

1. **MURALS MUST**
   - **A. FIT WITH AND COMPLEMENT THE ARCHITECTURE AND OTHER DESIGN ELEMENTS OF THE BUILDING;**
   - **B. FIT THE CONTEXT OF THE AREA; AND,**
   - **C. UTILIZE THE DESIGN THEMES IN THE TOWN'S MOST RECENTLY APPROVED "CALL TO ARTISTS" PROGRAM.**
2. **MURALS CANNOT:**
   - **A. COVER DOORS AND WINDOWS;**
   - **B. USE METALLIC PAINT, REFLECTORS, ROTATING LIGHTS OR LIGHTS POINTING TOWARDS THE STREET;**
   - **C. CONTAIN NEW ELECTRICAL OR LIGHTING COMPONENTS;**
   - **D. CONTAIN PROFANE, GORY, OR VIOLENT MATERIAL;**
   - **E. CONTAIN WORDS, EXCEPT THE ARTIST'S NAME IN A LOWER CORNER OF THE MURAL;**
   - **F. CONTAIN PEOPLE OR IMAGES OF PEOPLE;**
   - **G. EXTEND BEYOND THE SURFACE OF THE BUILDING WALL OR HAVE MATERIALS THAT FASTEN TO THE WALL;**
   - **H. CONTAIN SIGN COPY OR LOGOS. A MURAL SHALL BE CONSIDERED A WALL SIGN OR COMMERCIAL MESSAGE AND SUBJECT TO THE REQUIREMENTS OF CHAPTER 6, SIGN REGULATIONS, IF IT CONTAINS WORDS, LOGOS, TRADEMARKS OR GRAPHIC REPRESENTATIONS OF**

ANY PERSON, PRODUCT OR SERVICE FOR THE PURPOSE OF ADVERTISING OR IDENTIFYING A BUSINESS; OR,

I. BE INSTALLED ON A DESIGNATED HISTORIC PROPERTY.

3. MURALS MUST BE MAINTAINED IN GOOD CONDITION AND REPAINTED AS NEEDED TO REPAIR ANY DAMAGE AND AVOID BECOMING FADED. FAILURE TO MAINTAIN A MURAL WILL RESULT IN ENFORCEMENT ACTION AS PROVIDED IN SECTION 1.10 OF THE ZONING ORDINANCE.

4. ARTISTS USED TO PAINT MURALS ON THE EXTERIOR OF BUILDINGS MUST BE SELECTED FROM THE TOWN'S LIST OF PRE-QUALIFIED ARTISTS. ONLY ARIZONA ARTISTS MAY BE USED.

5. IN ADDITION TO THE AMINISTRATIVE SITE PLAN AMENDMENT PROCESS FOR APPROVAL OF THE MURAL, A MURAL WILL BE REVIEWED AND APPROVED BY THE TOWN'S MURAL ARTIST'S COMMITTEE.

CALL TO ARTISTS

Town of Fountain Hills Electric Box Mural Project

Deadline to Apply: October 20, 2025, by 11:59 PM (Arizona Time)
Project Completion: November–December 2025 (All murals completed by December 31)
Commission Awards: $3,000–$4,000 per mural (depending on box size)

Project Overview

The Town of Fountain Hills, in partnership with Art State Arizona, is seeking Arizona-based artists and artist teams to create original, site-specific murals on eight (8) utility and electric boxes throughout Fountain Hills.

These murals will turn everyday infrastructure into vibrant community landmarks that celebrate the region's stunning natural landscape, rich cultural history, and creative spirit. The program continues the Town's investment in public art as a means of enhancing civic spaces, fostering pride, and supporting Arizona artists.

Artistic Themes

Artists are encouraged to create designs that reflect the spirit, beauty, and identity of Fountain Hills, connecting to one or more of the following thematic directions:

- **Desert and Botanical Life:** Celebrate the native flora and fauna of the Sonoran Desert — saguaros, agaves, hummingbirds, and desert blooms.
- **Dark Sky Inspiration:** Fountain Hills is one of the world's few *International Dark Sky Communities*. Designs may capture the wonder of night skies, constellations, and celestial movement.
- **Outdoor Recreation and Exploration:** Depict the trails, mountains, and lakes that define Fountain Hills' outdoor lifestyle.
- **Community Identity:** Illustrate the connection, inclusion, and vibrancy that make Fountain Hills a uniquely creative desert community.

All artwork must be family-friendly, original, and suitable for public display.

Commission Details

- **Total Commissions:** 8
- **Commission Range:** $3,000–$4,000 (depending on box size and complexity)
- **Box Sizes:** Vary by location (final measurements provided to selected artists)
- **Timeline:**
    - **Application Deadline:** October 20, 2025, at 11:59 PM
    - **Selection Notification:** Early November 2025
    - **Mural Completion:** No later than December 31, 2025

Each selected artist will enter into a Public Art Agreement with the Town of Fountain Hills and Art State Arizona outlining scope, payment schedule, and insurance requirements.

Artist Responsibilities & Technical Requirements

Preparation and Installation

- The Town of Fountain Hills will power wash each electric box prior to installation.
- Prior to painting, the artist must prime all surfaces with one of the following:
    - KILZ2 Exterior White Latex Primer, or
    - Rust-Oleum White Enamel Metal Primer, or
    - Another high-quality exterior primer suitable for metal surfaces (approved in advance).
- After completion, the artist will seal the entire mural using a UV-protective, weather-resistant sealant to ensure long-term durability.

Design & Collaboration

- Artists will collaborate with the Town of Fountain Hills and Art State Arizona to finalize their designs.
- Artists should anticipate at least two rounds of revisions or edits before approval.
- A final, to-scale design and site rendering must be submitted and approved prior to installation.
- The final artwork must reflect the approved concept, with only minor adjustments permitted onsite.

Materials

Artists are responsible for providing all paints, supplies, equipment, and materials required for the project, including primers, paints, brushes, ladders, and sealants.

All materials used must be high-quality, exterior-grade, fade-resistant, and UV-stable for long-term durability in Arizona's desert climate.

Eligibility

This call is open to professional artists and artist teams living in Arizona.
Experience in mural painting, public art, or large-scale outdoor works is preferred.
Emerging artists are welcome to apply with a strong portfolio that demonstrates capability and artistic vision.

Selection Process & Criteria

A panel of representatives from the Town of Fountain Hills, Art State Arizona, and local arts professionals will review submissions based on:

1. Artistic excellence and originality
2. Connection to Fountain Hills' identity and themes
3. Feasibility and durability of materials
4. Past experience and demonstrated ability to complete similar projects
5. Quality of portfolio and visual presentation of concept

Selected artists will be notified by early November 2025.

Application Requirements

All materials must be submitted **electronically** by **October 20, 2025, at 11:59 PM (Arizona Time).**

Required Materials:

1. **Artist Statement (1 page):** Describe your artistic practice and how it relates to the proposed theme(s).

2. **Concept Sketch(es):** Visual renderings or mock-ups showing your design concept, color palette, and integration with the box shape.
3. **Concept Description (250–500 words):** Explain the inspiration behind your design and its relevance to Fountain Hills.
4. **Resume or CV:** Include previous mural, public art, or community-based projects.
5. **Portfolio (3–5 images):** Samples of previous work demonstrating artistic quality and technical ability.
6. **Budget Overview:** A simple breakdown of materials and expected costs (included within your commission total).

About the Partners

Art State Arizona

Art State Arizona strengthens Arizona's cultural and economic fabric by making the arts essential to everyday life. Through creativity, collaboration, and advocacy, Art State integrates arts into workplaces, healthcare, education, government, and public spaces—fostering equity, connection, and creative growth statewide.

Town of Fountain Hills

Surrounded by the McDowell Mountains and the Verde River, Fountain Hills is a community built on natural beauty and civic pride. Recognized as an International Dark Sky Community, the Town is committed to sustainability, public art, and enhancing the well-being of residents through culture, creativity, and thoughtful design.

Additional Information

- Selected artists will be featured in Town of Fountain Hills and Art State Arizona media campaigns, press releases, professional photography and social media spotlights.
- Artists must comply with all Town safety regulations during installation.
- Artists will coordinate installation dates and times with Town representatives.
- All artwork becomes the property of the Town of Fountain Hills upon completion.

How to Apply

Submit all required materials by **October 20, 2025, at 11:59 PM (Arizona Time)** using the official online application:

For questions or assistance, contact:
Art State Arizona Public Art Program
kate@artstateaz.org
www.artstateaz.org

Join Us in Illuminating the Desert

Art has the power to transform ordinary places into extraordinary experiences.
Through this project, Fountain Hills will continue to shine as a place where nature, art, and community thrive together.

TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 6/2/2026
Meeting Type: Town Council Regular and Special 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 six-month extension of SUP25-000002, located at 13212 N. Saguaro Boulevard, approving the reduction of up to nine parking spaces to provide for a new drive-through lane.

Staff Summary (background)

On December 16, 2025, the Council approved SUP25-000002, to allow the reduction of up to 9 parking spaces on the commercial property located at the south-west corner of Saguaro and Palisades Boulevards. The reduction in the parking spaces was requested to provide for the addition of a drive-through lane for a restaurant use of the building.

The ordinance requires that the building permit application associated with a Special Use Permit (SUP) be submitted within six months of approval of the SUP. The applicant in this case is nearly ready to submit the building permit application, but may not make it by the June 16, 2026, deadline. Therefore, they filed this extension request as allowed by code.

There have been no significant changes to the property or the Town codes or policies since the SUP was approved in December.

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 a six-month extension to submit the building permit application. Once the building permit application is submitted, the applicant will have an additional six months to receive approval and begin construction.

Suggested Motion

MOVE TO APPROVE a six-month extension for submittal of a building permit application associated with SUP25-000002.

FISCAL IMPACT

Fiscal Impact: N/A
Budget Reference: N/A
Funding Source: N/A

ATTACHMENTS

1. Case Details Map
2. SUP-PROPOSED SITE PLAN WITH SEWERLINE (10-23-25)
3. Council Staff Report

Special Use Permit Vicinity Map



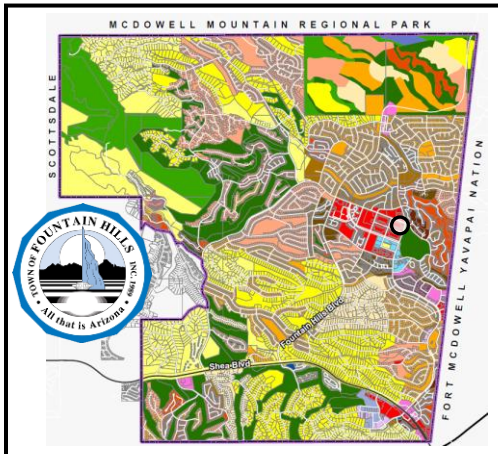
Case Details

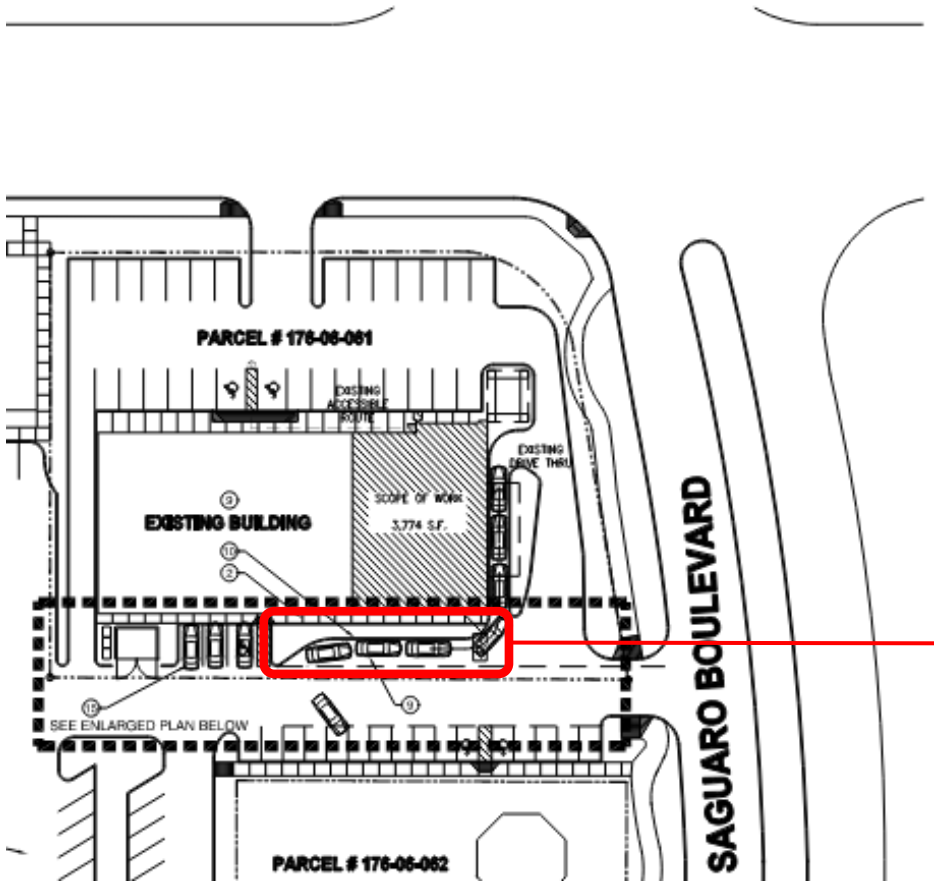
CASE:
SUP25-000002

SITE / ADDRESS:
13212 N. Saguaro

REQUEST:
Reduce the required parking on the lot by up to nine (9) parking spaces

Site Location





PLAN NOTES

1. EXISTING BURIED GREASE INTERCEPTOR TO REMAIN IN PLACE. MANHOLE LID TO BE LOWERED AS REQUIRED TO BE FLUSH WITH NEW DRIVE LANE.
2. EXISTING SIDEWALK TO REMAIN IN PLACE.
3. EXISTING CURB TO REMAIN IN PLACE.
4. REMOVE EXISTING CURB AT ISLAND.
5. REMOVE 8 PARKING SPACES TO CREATE DRIVE THRU LANE.
6. EXISTING BUILDING.
7. EXISTING DRIVE THRU LANE.
8. EXISTING TRASH ENCLOSURE TO REMAIN.
9. PROPOSED NEW DRIVE THRU LANE. SEE ENLARGED PLAN ON SHEET A-2. SEE DEMO PLAN BELOW ON THIS SHEET.
10. PROPOSED NEW CONCRETE CURB TO DEFINE NEW DRIVE THRU LANE.
11. EXISTING COMMON PARKING AREA TO TO USED FOR THE 8 SPACES WE ARE DELETING TO CREATE THE DRIVE THRU LANE.
12. NEW DAIRY QUEEN HEIGHT CLEARANCE BAR. SEE CUT SHEET.
13. NEW DAIRY QUEEN SPEAKER PYLON AND CANOPY. SEE CUT SHEET.
14. NEW DAIRY QUEEN MENU BOARD. SEE CUT SHEET.
15. EXISTING PARKING TO REMAIN.

Location where parking spaces will be removed

CEL #
06-057

EXISTING BUILDING
7 PARCEL CONDO

PARCEL # 176-06-061

EXISTING ACCESSIBLE ROUTE

EXISTING DRIVE THRU WINDOW

EXISTING DRIVE THRU

SCOPE OF WORK
3,913 S.F.

EXISTING BUILDING

DAIRY QUEEN T.I.

NEW MENU BOARD

NEW SPEAKER AND CANOPY

12'-0"

EX. GREASE INTERCEPTOR

NEW CLEAR HT. BAR

EX. DRIVE 100'-0"

PROP. LINE

EX. SEWER LINE

REMOVE 9 SPACES TO CREATE NEW DRIVE THRU LANE, SPEAKER AND MENU BOARD

SAGUARO BOULEVARD

COMMON PARKING SPACE
PARCEL "F" BLOCK 5
287 PARKING SPACES

PARCEL # 176-06-062

PROPOSED SITE REFERENCE PLAN

SCALE: 11" = 30'-0"

NOT FOR CONSTRUCTION

DAIRY QUEEN
13212 N SAGUARO BLVD
FOUNTAIN HILLS, ARIZONA 85284

TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date:	12/16/2025
Meeting Type:	Town Council Regular Meeting - **AMENDED**
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)

PUBLIC HEARING, with CONSIDERATION AND POSSIBLE ACTION: Relating to a request for approval of a Special Use Permit for property at 13212 N. Saguaro Blvd. (southwest corner of Saguaro and Palisades Blvds.) to reduce the required number of parking spaces by up to nine spaces.

Staff Summary (background)

The Request

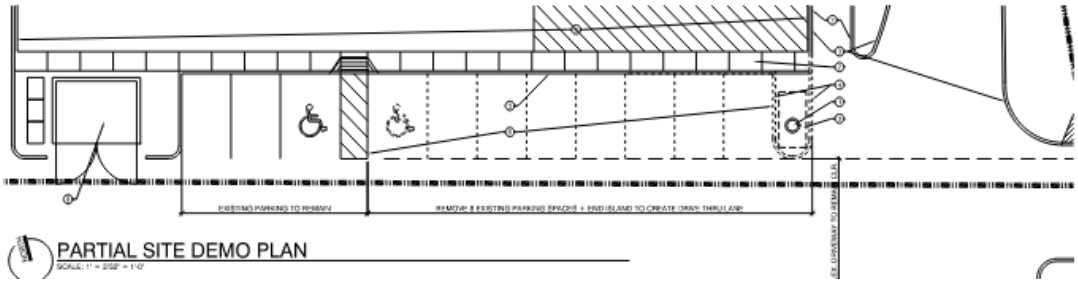
The property owner at 13212 N. Saguaro Blvd (southwest corner of Saguaro and Palisades Blvds.) is requesting approval of a Special Use Permit (SUP) to allow a reduction in the total number of parking spaces required for the existing building. This SUP request is allowed by Zoning Ordinance Section 26.06 A, which allows up to a 50% reduction of required parking for properties within the Planned Shopping Plaza Overlay District.

Section 7.06 of the Zoning Ordinance establishes the minimum parking requirements for developments. For lots such as this with a group commercial building that can have a variety of uses in it over time, the parking requirement is one space for each 275 gross square feet of floor area. This building requires 41 parking spaces. There are 41 spaces currently provided on the lot.

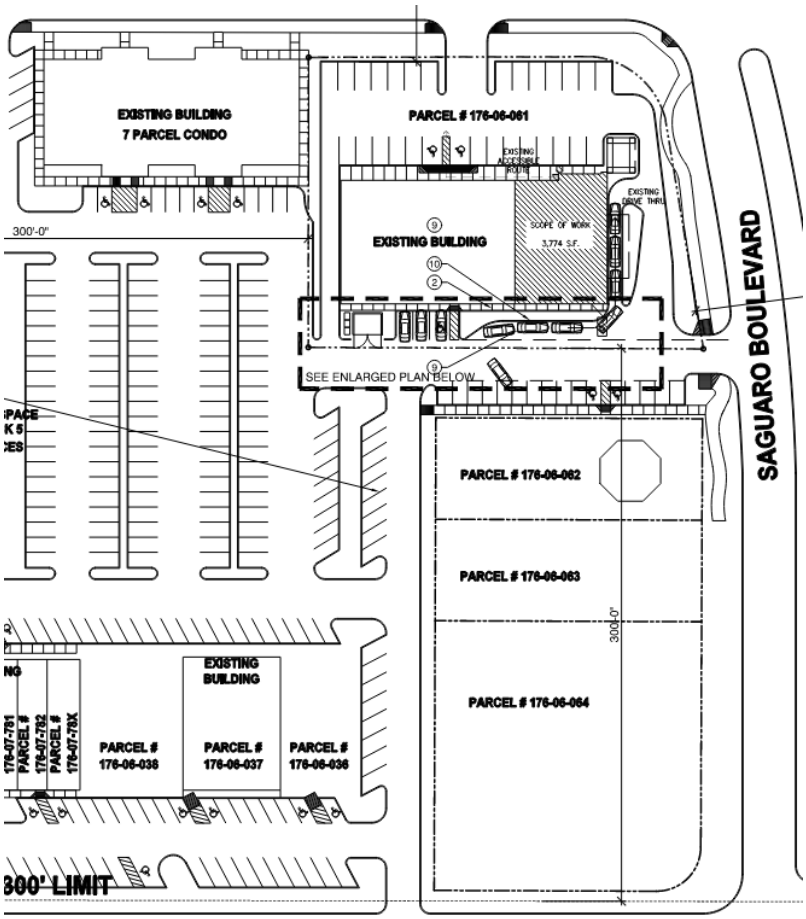
A suite in the building is being remodeled to a quick-serve restaurant (Dairy Queen). The standard for Dairy Queen is to have room for a minimum of five vehicles between the pick-up window and the order board. There is also a need for vehicles to stack behind the order board in a way that does not block traffic. To provide the needed drive-up lane, parking spaces and a landscape island need to be removed from the south side of the building.

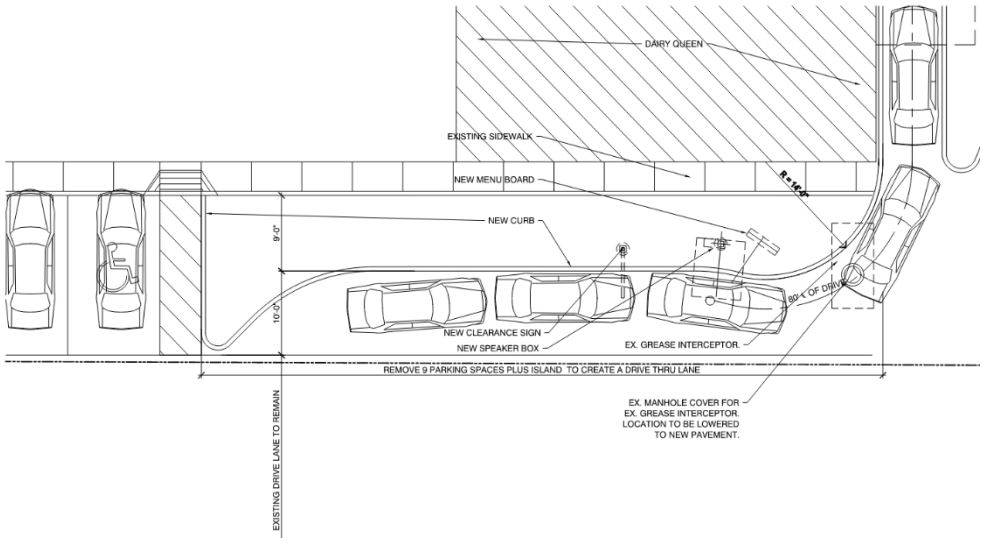


Existing parking spaces and landscape island to be removed:



Site plan for the proposed drive-up lane:





General and Area Plans

Fountain Hills General Plan 2020

Character Areas

GOAL 1: Encourage future development, redevelopment and infill in a manner that will

maintain and protect existing neighborhoods, the Town's economic health, community well-being, and natural environment.
GOAL 2: Development, redevelopment and infill support Fountain Hill's small-town identity and the distinct character of each area while fostering long-term viability.
GOAL 4: Allow the Town Center to achieve its full potential.

2. Attract and retain small and medium-sized businesses to mixed-use projects in the Town Center to promote day and evening activities.

Zoning Ordinance

This lot and the surrounding area is zoned C-2 and developed with a variety of commercial uses. The Zoning Ordinance, Chapter 12, defines the intention of the C-2 zoning district as follows:

"C-2. Intermediate Commercial Zoning District: The principal purpose of this Zoning District is to provide for the sale of commodities and the performance of services and other activities in locations for which the market area extends beyond the immediate residential neighborhoods. Principal uses permitted in this Zoning District include furniture stores, hotels and motels, restaurants, and some commercial recreation and cultural facilities such as movies and instruction in art and music. This Zoning District is designed for application at major street intersections"

Section 26.06 A of the Zoning Ordinance allows for consideration of reducing the required parking in the Planning Shopping Plaza Overlay zoning district through a Special Use Permit. This section of the ordinance allows for a reduction of up to 50% of the required parking.

Section 2.02 of the zoning ordinance establishes the process and criteria for consideration of a SUP. Section 2.02 F. 1. d. of the zoning ordinance states:

d. In order to recommend approval of any use permit, the findings of the Commission must be that the establishment, maintenance, or operation of the use or building applied for will not be detrimental to the public health, safety, peace, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, nor shall it be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the Town.

Analysis

This area has been zoned, platted and developed for a variety of commercial and business uses. Plat 208 was developed with a large common parking field to serve the needs of most of the lots within the Plat. The exception was five larger corner lots that are to provide all of their own parking. This lot is one of the lots required to provide its own parking. The use being proposed for the site will require elimination of up to nine existing parking spaces.

Based on the requirements stated above, the consideration for approval of this SUP is based on the Commission determining the following conditions have been met.

- Will approval of the SUP to reduce the on-site required parking be detrimental to the public health, safety, peace, or comfort of the neighborhood?

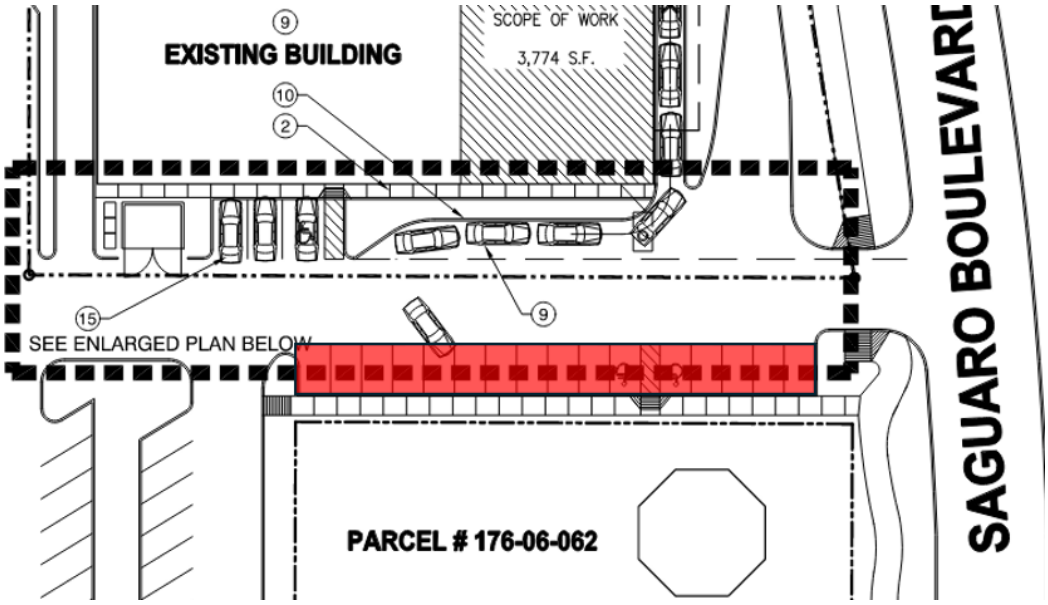
In practice today, the other uses of this building do not generate much parking demand. The parking lot typically has ample spaces available to serve the new restaurant use. The applicant has provided information stating they calculated a parking demand for the

restaurant at 16 spaces.

The eastern end of the block (area bounded by Verde River, Palisades, Saguaro, and Parkview) contains 216 common-use parking spaces. The calculated parking requirement for this area at build out will need is 142 parking spaces. Based on this calculation, there is an excess of 74 spaces. If there is a high concentration of restaurants or medical offices in this area, the number of excess spaces would be reduced.

- Will approval of the SUP be detrimental or injurious to the current commercial improvements within this Plat?

Staff has been in discussions with owners of the two lots along Saguaro south of this property. They are considering restaurant uses of these properties. The owner of the lot immediately south of the access drive has concerns that reduced parking on this lot will impact the parking available for her lot (the area in red below). Given access challenges from this area to the businesses, customers are unlikely to park here, but employees might.



A related concern comes from the proposed re-use of the parking area as a drive-thru lane. The site plan provided shows a maximum of 7 cars stacked from the pick-up window to the end of the drive-up lane. There are only two spaces behind the vehicle stopped at the menu board. Under the ordinances today, there is no specific requirement for the number of stacking spaces required. Chapter 19 of the zoning ordinance recommends 11 spaces. Staff has researched the stacking requirement in other jurisdictions and find that most require six or seven spaces behind the pick up window.

Staff has some concern the stacking behind the menu board will impede circulation in the driveway from Saguaro leading into the parking lot. The owner of the lot to the south has also expressed some concerns that stacking in this drive-thru lane could impact costumers coming and going from her business. The applicant has supplied

information from their corporate perspective that states they are comfortable this amount of stacking will work for this building and will not cause a conflict. There is also a commitment from the applicant that if a problem arises they will put out cones to direct the traffic.

- Will the approval of this SUP be detrimental or injurious to the general welfare of the Town?

Staff has not identified any impacts of approval of this SUP on the general welfare of the Town.

ADDITIONAL ITEMS
The documents submitted with the application show a menu board 40 square feet in size. The maximum allowed by code is 20 square feet. Further, there is an approved comprehensive sign plan for this property that also limits the size of a menu board to 20 square feet. The size of the menu board is not part of this request. However, because this information was included in the packet of materials for this SUP, staff does not want the applicant to believe approval of the SUP also approves the menu board.

There is an existing grease interceptor for the sanitary sewer in the landscape island at the corner of the building. In order to construct the new drive-thru lane, they will remove the landscape island and lower the manhole for the grease interceptor. Fountain Hills Sanitary District has expressed concerns with this solution and wants to see the grease interceptor moved. Again, this is not directly an issue at this point but will be if the SUP is approved, and they move forward with the drive-thru lane.

Citizen Participation
Copies of the applicant's citizen participation plan and report are attached. Two virtual meetings were held, one on October 15 and one on October 22. Two neighbors attended the meeting on the 15th; no one attended the meeting on the 22nd.

Concerns raised at the meeting on the 15th included:

- Concern about stacking traffic from the drive-thru blocking the main drive to the south of the property.
- Common parking parcel, the POA concerned about dedicating parking to this tenant.

Applicant responses to these concerns included:

- The applicant noted that they would address any parking that blocked the main drive immediately. The applicant said they would use cones or other necessary measures to immediately address traffic. The neighbor was comfortable with this proposal.
- The applicant had several calls with HOA and Town staff to address parking. The HOA submitted a letter to staff on October 22, 2025, supporting our proposal and use of parking.

Related Ordinance, Policy or Guiding Principle

Zoning Ordinance Section 2.02, Special Use Permits
Zoning Ordinance Section 7.06, Schedule of Off-street Parking Spaces
Zoning Ordinance Chapter 26, Planned Shopping Plaza Overlay

Risk Analysis

N/A

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

The Planning and Zoning Commission held a public hearing and discussed this request at their regular meeting on November 10, 2025. There were no members of the public who spoke on this item.

The Commissioners raised some questions about access to the property, possible impacts on the general traffic circulation through the area, and options for changing the circulation pattern. In response to questions, the applicant explained their plan for signage to the drive-thru lane will direct customers to enter from the main parking lot entrance on Palisades to the west of this lot or from Parkview. Following discussion, the Commission voted 5-1 to recommend approval with the conditions stated in the staff report.

Staff Recommendation(s)

There is clearly excess parking in the area today. The property owner projects there are plenty of spaces on the lot to contain all the parking necessary for the proposed use. Staff has some concern that the stacking of vehicles for the order board will interfere with or block traffic using the adjacent driveway and seeks comments from the Commissioners regarding these possible impacts on the area.

If the Planning and Zoning Commission is satisfied the issue with the stacking of vehicles for the future drive-thru lane can be handled, Staff recommends approval of the SUP to allow a reduction of up to nine parking spaces on this lot, leaving a requirement for a minimum of 32 spaces on this lot.

Conditions that could be placed on the approval to address concerns include:

- Resolving the issue of the location of the grease interceptor with the Fountain Hills Sanitary District prior to submission of a building permit application.
- Requiring all employees of businesses in this building to park either on site or in the parking area to the southwest, not in the parking spaces directly to the south.

Suggested Motion

MOVE TO approve SUP25-000002 to allow a reduction of up to 9 parking spaces subject to relocating the grease interceptor as shown in the revised site plan and ensuring employees of the businesses on this lot do not park in the spaces on the south side of the access drive adjacent to 13050 N. Saguaro Boulevard.

FISCAL IMPACT

Fiscal Impact: N/A
Budget Reference: N/A
Funding Source: N/A

ATTACHMENTS

1. Case Details Map

2. 009-narrative-9-3-2025
3. site plans (1)
4. SUP-PROPOSED SITE PLAN (11-5-25) - moved grease interceptor
5. Dairy Queen ENLARGED SITE PLAN w 14' Turning Rad (10-29-25)
6. Citizen Participation Plan Response Report-10-23-25
7. 011-GOOD NEIGHBOR STATEMENT

TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date:	6/2/2026
Meeting Type:	Town Council Regular and Special 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: Regarding Cooperative Purchasing Agreement 2026-063 with Duncor, L.L.C. d/b/a Summit West Signs for Illuminated Street Name Signs.

Staff Summary (background)

The Town is responsible for the maintenance and operation of thirteen (13) signalized intersections throughout the community. These intersections utilize illuminated street name signs mounted on traffic signals to improve visibility, navigation, and roadway safety for motorists.

For approximately the past twenty-five (25) years, the Town utilized a single vendor to provide maintenance, repair, replacement, and fabrication services for these illuminated street name signs. Staff was subsequently notified that the vendor had ceased operations without prior notice, creating an immediate need to identify a qualified replacement vendor to ensure continuity of service for this critical traffic infrastructure.

Due to the specialized nature of illuminated street name signs and the limited number of vendors capable of providing these services, staff conducted an extensive review of available contracts and cooperative procurement options to identify a solution that would be operationally and financially beneficial to the Town. During this nearly two-year process, staff evaluated multiple procurement methods and cooperative purchasing agreements before determining that the 1Government Procurement Alliance (1GPA) cooperative contract represented the best available option.

During the lapse in service availability, several of the Town's illuminated street name signs have deteriorated and become unsightly due to age and exposure to the elements. As a result, replacement and maintenance work is now necessary to restore the appearance and functionality of the signage system.

The 1GPA cooperative procurement process includes competitive solicitation procedures and vendor vetting in accordance with public procurement requirements. Utilizing this cooperative agreement allows the Town to efficiently procure these specialized services while ensuring compliance with competitive purchasing standards.

The proposed Cooperative Use Contract, in an amount not to exceed $150,000 per term, will provide for the fabrication, installation, maintenance, and replacement of illuminated street name signs at the Town's signalized intersections. The agreement establishes pricing for

materials and services as identified in Exhibit B and provides flexibility to address repair and replacement needs as they arise during the contract term.

Work under this contract will be authorized only as needed and subject to available budget authority. The Town will proceed with replacements or repairs based on operational need, available funding, and established budgetary controls.

The use of the 1GPA cooperative agreement offers several benefits to the Town, including:

- Compliance with competitive procurement requirements;
- Access to pre-vetted qualified vendors;
- Reduced administrative costs and procurement timelines; and
- Continuity of maintenance services for critical traffic infrastructure.

Given the specialized nature of illuminated street name signs, the unexpected closure of the Town's long-term vendor, and the deteriorating condition of several existing signs, staff believes utilizing the cooperative agreement is the most efficient and cost-effective procurement method available.

Related Ordinance, Policy or Guiding Principle

Public Works Mission Statement

Risk Analysis

Failure to approve the Cooperative Use Contract for illuminated street name sign materials and services may result in continued deterioration of the Town's existing illuminated street name signs at signalized intersections. Several signs have already become aged, damaged, or unsightly.

Without an approved agreement in place, the Town may experience delays in repairing or replacing damaged signs, which could negatively impact roadway aesthetics, motorist wayfinding, and nighttime visibility at signalized intersections. Additionally, the Town could face increased maintenance costs and longer response times if emergency repairs are required without an established contractor and pricing structure.

Approval of the agreement through the 1Government Procurement Alliance (1GPA) cooperative purchasing process mitigates procurement risk by utilizing competitively solicited and pre-vetted vendors while ensuring continuity of service for critical transportation infrastructure.

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

N/A

Staff Recommendation(s)

Staff recommends that the Town Council approve the Cooperative Use Contract for illuminated street name signs and authorize the Town Manager to execute the agreement in an amount not to exceed $150,000 per contract term for materials and services.

Suggested Motion

Move to Approve Cooperative Purchasing Agreement 2026-063 for illuminated street name signs in an amount not to exceed $150,000 per term, and associated budget transfers, if needed.

FISCAL IMPACT

Fiscal Impact: $150,000 per term

Budget Reference: Multiple Fiscal Years (Current Budget for Street Signage is $80,000 per year)
Funding Source: Streets Fund

ATTACHMENTS

1. 2026-063_Summit West

Contract No. 2026-063

COOPERATIVE SERVICES AGREEMENT BETWEEN THE TOWN OF FOUNTAIN HILLS AND DUNCOR, LLC D/B/A SUMMIT WEST SIGNS

THIS COOPERATIVE SERVICES AGREEMENT (this "Agreement") is entered into upon execution between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and DunCor, LLC, d/b/a Summit West Signs, an Arizona limited liability company (the "Vendor").

RECITALS

A. After a competitive procurement process (RFP #25-05P), 1 Governmental Procurement Alliance ("1GPA") entered into Contract No. 25-05P-02-E1, dated October 15, 2024, as amended (collectively, the "1GPA Contract") for the Vendor to provide "Scoreboards, Signs, and Related Products". A copy of the 1GPA Contract is incorporated herein by reference, 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 1GPA Contract, at its discretion and with the agreement of the awarded Vendor, and the 1GPA 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 1GPA Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with "Scoreboards, Signs, and Related Products". (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 shall remain in full force and effect until June 30, 2027 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the 1GPA Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year term (the "Renewal Term") if: (i) it is deemed in the best interests of the Town, subject to availability and appropriation

of funds for renewal in each subsequent year, (ii) the term of the 1GPA Contract has not expired or has been extended, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Vendor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the 1GPA Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the 1GPA Contract attached hereto as Exhibit A and incorporated herein by reference. The Town does not guarantee that any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Vendor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the 1GPA Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the 1GPA Contract will be subject to rejection.

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 1GPA 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 a 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 the 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 Work Orders within a reasonable period of 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 Town notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay Vendor an amount not to exceed **$150,000** per Term for the Materials and Services.

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 1GPA 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 1GPA Contract will be subject to rejection and may be returned. All invoices and statements shall be emailed to accountspayable@fountainhillsaz.gov.

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 1GPA 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 1GPA 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 1GPA 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 1GPA Contract, the Town shall be afforded all of the rights and privileges afforded to 1GPA and shall be "1GPA" (as defined in the 1GPA Contract) for the purposes of the portions of the 1GPA 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 1GPA to the extent provided under the 1GPA 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 East Avenue of the Fountains Fountain Hills, Arizona 85268 Attn: Rachael Goodwin, Town Manager
With copy to:	Town of Fountain Hills 16705 East Avenue of the Fountains Fountain Hills, Arizona 85268 Attn: Jennifer Wright, Town Attorney
If to Vendor:	DunCor, LLC d/b/a Summit West Signs 4049 E. Presidio St., Ste. 101 Mesa, Arizona 85215 Attn: Dana Duncan

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:

_____Date
Town Manager

ATTESTED TO:

_____Date
Town Clerk

APPROVED AS TO FORM:

_____Date
Town Attorney

FOR THE VENDOR:

By: Date

Name _____

Title: _____

EXHIBIT A
TO
COOPERATIVE SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
DUNCOR, LLC
D/B/A
SUMMIT WEST SIGNS

[1GPA Contract]

See following pages.

1GPA
Procurement
Claudia Leon, Director of Procurement
1910 W Washington St, Phoenix, AZ 85009

[DUNCOR, LLC DBA SUMMIT WEST SIGNS] RESPONSE DOCUMENT REPORT

RFP RS D No. 25-05P

Scoreboards, Signs and Related Products

RESPONSE DEADLINE: August 13, 2024 at 11:00 am

Report Generated: Friday, September 20, 2024

DunCor, LLC dba Summit West Signs Response

CONTACT INFORMATION

Company:
DunCor, LLC dba Summit West Signs

Email:
dana@summitwestsigns.com

Contact:
Dana Duncan

Address:
4049 E. Presidio Street
Suite 101
Mesa, AZ 85215

Phone:
N/A

Website:
www.summitwestsigns.com

Submission Date:
Aug 12, 2024 5:18 PM (Mountain Time - Arizona)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 6, 2024 7:54 AM by Dana Duncan

QUESTIONNAIRE

1. GENERAL INFORMATION

PROPOSAL REQUIREMENTS*
Confirm your firm's full understanding of the instructions, terms, conditions and scope of work detailed within the RFP and the ability of the firm to comply with all terms, requirements and conditions of the resultant contract.

Yes

PROPOSAL *
Upload a complete proposal (without cost) in this section. The proposal shall be prepared to include at least the following information in the sequence outlined in the solicitation starting on page 7.

Proposal_RFP_#25-05P.pdf

2. COST

1GPA ADMINISTRATION FEE*
Confirm your firm's understanding that the 1% 1GPA administration fee shall be included in the net price and shall not be added to the approved contract prices.

Confirmed

DISCOUNT SCHEDULE *

Please download the Discount Schedule excel document, complete, and upload.

- Discount_Schedule_25-05P.xlsx

Discount_Schedule_SummitWestSigns2024.pdf

MANUFACTURER PRICE LISTS
Upload all manufacturer price lists as provided on the Discount Schedule as separate PDF documents.

Summit_West_Signs_Price_List_2024.xlsx

LABOR AND SERVICE RATES*
Please download the Labor and Service Rates excel document, complete, and upload.

- Labor_&_Service_Rates_25-05...

Labor_&_Service_Rates_SummitWestSigns2024.pdf

REGIONAL PRICE ADJUSTMENT*
Please download the Regional Price Adjustment excel document, complete, and upload.

- Regional_Pricing_25-05P.xlsx

Regional_Pricing_SummitWestSigns2024.pdf

ADDITIONAL PRODUCTS AND SERVICES
Download the Additional Products and Services excel document, complete and upload. Provide pricing for other products and services offered to Members within the Scope of Work that has not been included in other pricing documents.

- Additional_Products_and_Ser...

Additional_Products_and_Services_SummitWestSigns2024.pdf

ADDITIONAL INFORMATION - COST

Upload any additional information regarding your firm's cost proposal.

Summit_West_Signs_Price_List_2024.xlsx

3. FORMS

REQUIRED FORMS*
Please download the below documents, complete, and upload:

- Offeror's Proposal & Contract Acceptance Form
- Confidential Proprietary Submittal Form
- Non-Collusion Affidavit Form
- MWBE and HUB Form
- Debarment Certification Form
- 2CFR Section 200 Certification Form
- Financial Questionnaire – (Held Confidential)
- Certificate of Insurance Form
- IRS W-9 Form
- Vendor Information Form
- Combined_Forms_25-05P.pdf

Combined_Forms_#25-05P.pdf

4. OTHER

COMPANY LOGO*
Upload your company logo in either a .jpg or .eps format.

SWS_vert_gradient_logo.pdf

FIRM INTRODUCTION*
Provide a 1-2 sentence introduction to your company which will serve as your company's introduction on our exclusive Member Portal if awarded. This will enable Members to determine what type of services and/or products your company provides at a glance if they are not already familiar.

Summit West Signs is the largest school sign designer, builder and installer in Arizona; our high-volume production supports attractive, discounted pricing to 1GPA members. Summit West Signs has grown to become one of the most respected commercial sign companies in the Southwest, now offering virtually any sign-related product and service.

OPTIONAL VIDEO
You may also upload a short (1-2 minutes or less) introductory video if desired here.

Welcome_to_Summit_West_Signs.mp4

5. REMINDER

OpenGov does not verify the correct documents are uploaded to the correct sections. Please review your uploaded documents prior to submission.

RFP #25-05P Scoreboards, Signs and Related Products
Proposal — August 12, 2024

SECTION 1 – GENERAL INFORMATION

1A - Provide Name and Contact Information
Duncor LLC dba Summit West Signs
4049 E Presidio Street
Mesa, AZ 85215

Contact:
Carlos Hernandez, Chief Estimator
carlos@summitwestsigns.com
480-926-3465 ext. 510

1B – Statement of Firm Ability and Understanding
The Summit West Signs team has thoroughly reviewed RFP #25-05P. We have a complete understanding of the requirements of this solicitation. Our firm will fully comply with all terms and conditions of the resultant contract.

SECTION 2 – OVERALL PRODUCTS & SERVICES OFFERED
2A – Identify Products and Services Offered by Firm
Summit West Signs is a full-service custom designer, manufacturer and installer, setting standards since 1986. Our enviable reputation is built on the expertise of our team members. From state-of-the-art machines to top-tier designers and equipment, our sign manufacturing plant is fully equipped. Staffed with hundreds of years of combined experience, our core values are:

- *Fanatical Attention to Consistency and Detail*
- *We Build Relationships: With Customers, Vendors and Co-workers*
- *Solution-Driven Thinking* • *Committed to Doing the Right Thing*

Our capabilities include, but are not limited to:

Electronic Scoreboards and Timing Systems:

- Baseball/Softball Scoreboards
- Basketball Scoreboards
- Football Scoreboards
- Golf Scoreboards
- Hockey Scoreboards
- Lacrosse Scoreboards
- Multi-Sport Scoreboards
- Pace of Game Clocks
- Portable/Handheld Scoreboards
- Scorers Tables
- Shot Clocks
- Soccer Scoreboards
- Swimming Scoreboards
- Track Scoreboards
- Tennis Scoreboards
- Wrestling Scoreboards

Electronic Signs:

- Cabinets
- Channel Letters
- Digital Walls of Fame
- Indoor and Outdoor Building Signs
- Message Boards
- Marquee Signs
- Ribbon Boards
- Video Displays

Signage Products (Non-Electric):

- Acrylic Letters, Numbers & Signs
- ADA Compliant Signs
- Aluminum Letters, Numbers & Signs
- Plaques
- Portable Signs
- Posters

- Banners
- Building Signs, Channel Letters
- Cast Metal Letters, Numbers & Signs
- Directional Signs
- EMC Monument Signs
- Regulatory Signs
- Spirit Flags
- Traffic Signs
- Vinyl Decals
- Wooden Signs

Additionally, our full-service fleet is manned by experienced technicians who install and service all applicable products. Over our years of operation, we have successfully fulfilled every client's need, within contract parameters.

Summit West Signs adheres to Federal, State, County, and Municipal government regulations, rules, ordinances, and industry standards set by trade associations, including ADA, ASA, ASTM, OSHA, and UL codes. Our staff provides design, specifications, and engineering services, conducting thorough site inspections and verifying field measurements as needed to ensure proper installation. Electrical wiring and hookup requirements are handled by our subcontractors, in accordance with project plans and specifications.

With 25 years of experience in sign design, fabrication and installation, we possess the expertise to handle all types of scoreboards and signs, including the removal of existing signs and footings. We are qualified to inspect, maintain, and repair a broad range of scoreboards, signs, and related products. Our in-house and offsite personnel provide software training, programming, and graphics instruction to clients.

2B – Identify Additional Products and Services

Summit West Signs is the premier school sign builder in Arizona, unmatched in volume within the Arizona education sector. Over the years, Summit West Signs has earned a reputation as one of the most respected commercial sign companies in the Southwest. We offer a comprehensive range of sign-related products and services and proudly operate as a full-fledged UL-listed fabricator, manufacturing virtually everything we sell to precisely meet our clients' needs.

Our team leaders boast extensive careers in the sign industry, spanning from twenty to thirty years. Summit West Signs' fleet includes four bucket trucks, two cranes, and our own excavation equipment. All sign products are completed in Summit West Signs dedicated automotive paint booth. We manage every project from inception to completion, utilizing in-house fabricators and installers for seamless execution.

2C - Warranty

Limited Warranties (Standard and Optional)

Standard Limited Five-Year Warranty on All (Non-LED) Commercial Products

We promise that your commercial signage (excluding temporary and promotional signage of any type including - but not limited to - banners, magnetics, garments, flags, promotional items, zip track letters, lamps & other consumable parts of any type) will perform reasonably (i.e.: be useable for its normal function) during the term of this limited warranty. Specifically, in the case of vinyl lettering and graphics, the graphics shall not curl or become detached from the substrate and shall not fade more than 10%; nor crack or shrink by more than 5%. In the case of metal letters and cabinets, acrylic faces and trim cap they shall not break, dent, crack or separate (excludes impact from foreign objects) nor fade more than 10% from the original color. Installation-related claims are valid only if we have completed the installation. Damage from acts of God, war, civil unrest, extreme weather conditions, accidents, impacts, service by others and/or man-made causes are not covered. During the term of this warranty, if the product fails, we will replace or repair the product, at our option. All parts and labor necessary to make the repairs (or replacement at our sole option) will be provided without charge during the first year. During the second through fifth years, parts will be repaired (or replaced at our sole option) as per the following schedule of pro-rated fees: Year Two - 50% of our normal fee (a 50% discount); Year Three - 60% of our normal fee (a 40% discount); Year Four - 70% of our

normal fee (a 30% discount); Year Five - 80% of our normal fee (a 20% discount). During the second through fifth years all labor (as well as any additional trip charge, mileage or other related fees) will be provided at our normal rates. Some parts (as well as a few products we provide that are manufactured by others) carry an extended manufacturer's warranty which may apply over and above our warranty - if this is the case we will make reasonable efforts during the extended term of the other manufacturers warranty period to obtain replacement parts (and/or if offered service) from the manufacturer on your behalf, but shall not be liable for any other manufacturer's failure to perform as agreed or represented. This warranty specifically excludes liability for consequential damages of any kind. In no case shall any liability under this agreement be for a greater amount than the original invoiced cost of the sign's). In the event that any sign is added to, repaired by, or tampered with by anyone other than Summit West Signs, and warranty service is required as a result of these actions by others, we reserve the right to refuse to provide such service under warranty.

Standard Limited Two-Year Warranty for New Installations (equipment)
We promise that the installation of your commercial signage (excluding temporary and promotional signage of any type including - but not limited to - banners, magnetics, garments, flags, promotional items, zip track letters, lamps & other consumable parts of any type) will perform reasonably (i.e.: be useable for its normal function) and meet all code requirements during the term of this limited warranty. Installation related claims are valid only if we completed the entire installation. Damage from acts of God, war, civil unrest, extreme weather conditions, accidents, impacts, service by others and/or man-made causes are not covered. During the term of this warranty, if the installation work proves to be insufficient or defective, we will replace or repair the work, at our option. This warranty specifically excludes liability for consequential damages of any kind. In no case shall any liability under this agreement be for a greater amount than the original invoiced cost of the sign's). In the event that any sign is added to, repaired by, or tampered with by anyone other than Summit West Signs, and warranty service is required as a result of these actions by others, we reserve the right to refuse to provide such service under warranty.

Standard Limited Five-Year Warranty on LED Sign Components (Excludes Message Centers)
We promise that the LED's and power supplies used in your sign will perform reasonably (i.e.: be usable for its normal function) during the term of this limited warranty. This warranty is only applicable as regards labor, if we completed the installation. Damage from acts of God, war, civil unrest, extreme weather conditions, accidents, impacts, service by others and/or man-made causes are not covered. During the term of this limited warranty, if the LED's or power supplies fail, we will replace or repair the product, at our option. All parts and labor necessary to make the repairs (or replacement at our sole option) will be provided without charge during the first year. During the second through fifth years, parts will be repaired (or replaced at our sole option) as per the manufacturer's warranty which applies over and above our warranty - and we will make reasonable efforts during the extended term of the manufacturer's warranty period to obtain replacement parts (and/or if offered service) from the manufacturer on your behalf, but shall not be liable for the manufacturer's failure to perform as agreed or represented. During the second through fifth years you will be responsible for payment of any required labor, mileage, mobilization and per diem fees at our normal applicable rates. This warranty specifically excludes liability for consequential damages of any kind. In no case shall any liability under this agreement be for a greater amount than the original invoiced cost of the sign's). In the event that any sign is added to, repaired by, or tampered with by anyone other than Summit West Signs, and warranty service is required as a result of these actions by others, we reserve the right to refuse to provide such service under warranty.

Standard Limited Five-Year Warranty on Custom LED Message Centers
We promise that the LED message center used in your sign will perform reasonably (i.e.: be usable for its normal function) during the term of this limited warranty. This warranty is only applicable as regards labor, if we completed the installation. Damage from acts of God, war, civil unrest, extreme weather conditions, accidents, impacts, service by others and/or man-made causes are not covered. During the term of this limited warranty, if the display itself (or an electronic component within it) fails, we will replace or repair the product, at our option. All parts and labor necessary to make the repairs (or replacement at our sole option) will be provided without charge during the first year. During the second through fifth years, parts will be

repaired (or replaced at our sole option) as per the manufacturer's warranty which applies over and above our warranty - and we will make reasonable efforts during the extended term of the manufacturer's warranty period to obtain replacement parts (and/or if offered service) from the manufacturer on your behalf, but shall not be liable for the manufacturers failure to perform as agreed or represented. During the second through fifth years, you will be responsible for payment of any required labor, mileage, mobilization and per diem fees at our normal applicable rates. This display warranty excludes cosmetic issues, normal weathering, normal changes in brightness, programming errors, training issues, issues with cabinets and enclosures and trim, as well as any other issue that is not directly related to the display itself (and not the remainder of any sign structure or enclosure). EMC displays shall continue to function as per the original specifications, with no more than 2% of the visible LED's allowed to be "dead". In the case of EMC displays, this warranty covers only the hardware, and support for the hardware. Maintenance and upgrading of the software is solely the responsibility of the manufacturer and is not included in this warranty. This warranty specifically excludes liability for consequential damages of any kind. In no case shall any liability under this agreement be for a greater amount than the original invoiced cost of the sign's). In the event that any sign is added to, repaired by, or tampered with by anyone other than Summit West Signs, and warranty service is required as a result of these actions by others, we reserve the right to refuse to provide such service under warranty.

Standard Limited Two-Year Warranty on Basic LED Message Centers
We promise that the LED message center used in your sign will perform reasonably (i.e.: be usable for its normal function) during the term of this limited warranty. This warranty is only applicable as regards labor, if we completed the installation. Damage from acts of God, war, civil unrest, extreme weather conditions, accidents, impacts, service by others and/or man-made causes are not covered. During the term of this limited warranty, if the display itself (or an electronic component within it) fails, we will replace or repair the product, at our option. All parts and labor necessary to make the repairs (or replacement at our sole option) will be provided without charge during the first year. This display warranty excludes cosmetic issues, normal weathering, normal changes in brightness, programming errors, training issues, issues with cabinets and enclosures and trim, as well as any other issue that is not directly related to the display itself (and not the remainder of any sign structure or enclosure). EMC displays shall continue to function as per the original specifications, with no more than 2% of the visible LED's allowed to be "dead". In the case of EMC displays, this warranty covers only the hardware, and support for the hardware. Maintenance and upgrading of the software is solely the responsibility of the manufacturer and is not included in this warranty. This warranty specifically excludes liability for consequential damages of any kind. In no case shall any liability under this agreement be for a greater amount than the original invoiced cost of the sign's). In the event that any sign is added to, repaired by, or tampered with by anyone other than Summit West Signs, and warranty service is required as a result of these actions by others, we reserve the right to refuse to provide such service under warranty.

Optional Extended Limited Warranty for Commercial Sign Products
(Offered at Extra Cost)
The Optional Extended Limited Warranty is offered at an additional fee equal to the sum of: (8% of the total selling price of the covered signs) times (number of years of coverage desired). Coverage may be requested for periods of one to five years, in one-year increments. Not all types of signage are eligible for coverage, and Summit West Signs reserves the right to decline to offer this Optional Extended Limited Warranty on any sign(s), for any reason. Under the Optional Extended Limited Warranty, your coverage will be expanded as follows: All labor and parts coverage (as shown in the applicable section(s) above) will be as shown for year one during the entire term of the extended warranty.

Mileage Restrictions for All Warranties
In the event that the sign location is more than 50 miles round trip from Summit West Signs main facility location, our normal fees for mileage and mobilization will apply to each trip made in excess of the 50 included miles.

2D – Provide Information on your firm's return process for wrong or defective products.
Any defective product is inspected, reordered, repaired or replaced at no cost to the customer. Upon receiving notification from the customer, non-stock items are typically repaired/replaced within 1-2 weeks of procuring the required materials and/or parts.

2E - Normal Business Hours
Summit West Signs Normal Business Hours – 7am to 5pm Monday – Friday

NON-BUSINESS Hours – After 5pm, weekends, and holidays are considered non-business hours. However, we extend our business hours when necessary to accommodate client needs.

AFTER HOURS services are available to members in the event of an emergency.

2F - Average Lead Times
As most of our work is custom-made, it is not readily available as an in-stock commodity. Projects such as scoreboards and EMCs (Electronic Message Centers) typically require four or more weeks for completion. Upon design approval, Summit West Signs typically requires a lead time ranging from two to eight weeks. Factors influencing lead time may include project scope/size, permitting requirements, and our current production queue. We regularly stock standard material substrates, allowing for quicker turnarounds of 5–10 days. These materials include acrylic, coroplast, vinyl, banner materials, aluminum composite, and solid sheet aluminum.

2G - Project Completion, Implementation and Training
We typically have a two-man installation crew for each job. The two-man crew oversees installation procedures and adheres to safety requirements. This crew can be adjusted to be anywhere from a one-man crew all the way up to a six-man crew depending on the size and requirements of the job. All equipment is inspected daily to ensure safety and proper function. When installation is complete, the designated trainer contacts the Client representative to schedule the training session.

2H – Inspection, Maintenance and Repair
Summit West Signs has dedicated team members assigned to service, troubleshoot, and maintain all its products. We assign the best technician to the issue that needs to be resolved.

2I – Training and Technical Support
Zoom and in-person training provided, customer's choice. EMC training usually takes about 30 to 45 minutes. Summit West Signs provides 24-7 technical support. Additional web-based support is available on request.

2J – Training Resources
We provide web-based, remote and onsite training at members' locations.

2K – Software Updates
All updates are provided automatically via cloud with minimal customer involvement. There is typically no cost to the member.

2L – Recycling
Summit West Signs separates steel, aluminum, and plastic components. Metal components are sorted and delivered to local recycling yards for processing.

SECTION 3 – EXPERIENCE, EXPERTISE AND QUALIFICATIONS

3A Provide a statement of your firm's history and qualifications in providing products and services as referenced in the scope of work for this solicitation.

Our company, DunCor, LLC dba Summit West Signs, also referred to in these documents as Summit West Signs, started in the early 1980's as a department inside Gosnell Builders. Gosnell was developing a series of hotels called "The Pointe." To have control over the signage, a department was created to produce signage for these projects. This department later was sold to the department manager and became an independent company in 1986 which was renamed Summit West Signs.

During the early 90's Summit West continued to grow and expanded its services into the apartment industry and home builder services, offering wayfinding systems, monument signs, building identification signage and other sign related services. In 1998, the company was acquired by the current owners who greatly expanded its capabilities and customer base. We have added dedicated sales and service personnel to support these needs.

Qualifications

Since 1998, Summit West Signs has grown to become one of the most respected commercial sign companies in the Southwest. We now offer virtually any sign-related product and service. We are a full-fledged UL-listed fabricator who proudly custom manufactures virtually everything we sell to meet the exact needs of our clients. We are licensed by the Arizona registrar of contractors. Additionally, we have been an A-1 member of the Arizona Sign Association since 2004. Dana Duncan, the senior manager of SWS, is currently in his 7th term as the President of the Association. From the latest state-of-the-art machines to the best designers and design equipment around, our sign plant has what it takes. Our capabilities include, but are not limited to; metal work, LED lighting, wiring, acrylic, wood, synthetics, stone, tile, CNC and laser cutting, engraving, digital roll and flatbed printing, mounting and laminating. In addition, our full-service fleet is paired with experienced technicians to install and service all applicable products and signage. Since 1998 we have not encountered a Client need that we have not been able to fulfill within the parameters of the contract.

3B Provide copies or a listing of current licenses and certifications held by the firm and/or key personnel.

- Arizona Corporation ID LO8557536 Since 11/17/1998
- Arizona Registrar of Contractors License #150044 Class C-38 Signs
- Member and Current President, Arizona Sign Association
- UL 48, Electric Signs CSA C22.2 No. 207-M89, Portable and Stationary Electric Signs and Displays
- OSHA 10: General Industry Outreach Training Course (IACET CEU=1.1) - Six Employees Certified
- National Commission for The Certification of Crane Operators – Certification #140299144R
  Certifications: TFF, BTF, STC, Telescopic Boom, Fixed Cab
- Commercial Vehicle License CDL Class B Lic. D03863967 Exp. 7/27/26

3C Provide the number, size and location of your firm's central offices, support centers, and warehouses

Our 34,000 sq. ft. manufacturing facility is located in Mesa, Arizona, at 4049 East Presidio Street 85215. We service and support clients throughout Arizona and the greater southwest and beyond. We also ship our products worldwide. Our team of forty employees includes Journeyman level, full-time staff, as well as managers with decades of experience in the sign industry. We do not employ part-time staff or others who are not fully vetted and tested before allowing them to work on jobsites. At Summit West we own and operate our own fleet of vehicles, equipment and buildings. We stock what is needed to accomplish your signage needs.

3D Provide detailed information on the key personnel's expertise in servicing and supporting this contract including their experience, years of service in the industry, any awards or recognitions received and roles of individuals.

Key Personnel:	Sign Industry/ Construction Experience
Dana Duncan, Owner/Manager	— 25 years
Amber Elliott, Sales Manager	— 22 years
Stephanie Johnson, Sales Contact	— 9 years
Thomas Carr, Marketing Manager	— 30 years
Carlos Hernandez, Estimator, Permits	— 20 years
Monica White, Analyst, Controller	— 28 years
Jesse Garcia Fabrication Supervisor	— 11 years
John Martinez, Construction Superintendent	— 27 years

DANA DUNCAN, OWNER/MANAGER
In 1988, Dana Duncan commenced his distinguished 36-year career in management information systems (MIS), business management, marketing, and sales, leveraging his qualifications including a B/S in Business Management and a Master's Degree in International Management. Dana's extensive expertise in business development across diverse global markets uniquely positioned him for entrepreneurial success. Acquiring Summit West Signs in 1998, Dana transformed a modest local sign shop into a regional sign manufacturing powerhouse. Under his stewardship, Summit West Signs expanded its workforce from five to forty employees and elevated annual revenues from $150k to over $8.3 million. Building relationships over twenty-five years in the sign industry, Dana guided Summit West Signs with a simple philosophy centered on basic principles, "*Doing the Right Thing*," and "*Deliver Amazing*."

AMBER ELLIOTT, SALES MANAGER
Amber Elliott brings over two decades of experience in the sign industry, having served as the Regional Training Manager at Fluoresco Lighting & Signs for eight years. In this role, she managed comprehensive training programs across all company departments, covering everything from initial onboarding to long-term development. Amber ensured that staff were well-versed in industry standards and company protocols by leading ongoing education initiatives and conducting audit-based reviews. She also played a key role in maintaining company standards through structured procedures and employee recognition programs. Joining Summit West Signs in 2010, Amber was instrumental in driving local sales activities for custom branding and curb appeal products. She focused on expanding the company's sales volume and developing new revenue streams while maintaining strong customer relationships and ensuring high levels of satisfaction with quality products and services.

STEPHANIE JOHNSON, SENIOR SALES REPRESENTATIVE
Stephanie Johnson has been with Summit West Signs for nine years and she is our top sales representative. Stephanie represented Summit West on dozens of projects in multiple Arizona school districts, apartment community signage, major city park signage projects, and shopping centers. Stephanie is currently in the production phase with a unique, three-sided EMC monument marquee for Higley High School. Stephanie is known for her prompt, friendly and thorough customer service. She has a keen attention to detail, and she loves building relationships with her customers.

THOMAS CARR, MARKETING MANAGER
Thomas has thirty years of expertise in the graphics, outdoor advertising, and signage industries. He earned a Bachelor of Arts in Design from UCLA and was a protégé of Lois Swirnoff, a former student of renowned color theorist Josef Albers, the Bauhaus Master. Tom launched his career in environmental design with Sussman/Prejza & Company in Los Angeles, where he wrote the sign standards manual for the City of Philadelphia, working with renowned environmental designer Deborah Sussman. Tom spent eleven years as the designer and sales manager at Signs Pacific in Southern California before joining Signworks in Monterey in 2008. Specializing in custom signage and branding, Tom advanced to President and owner of Signworks in

2010. He led a team of designers and project managers, overseeing business operations and training, and played a key role in significant projects, including a citywide wayfinding program for Pebble Beach Company and a new wayfinding initiative for the City of San Carlos. Passionate about both design and business, Tom is committed to delivering quality, innovation, and customer satisfaction. He joined Summit West Signs in early 2024, writing proposals, overseeing marketing, website development, public works bidding, and social media.

CARLOS HERNANDEZ, ESTIMATOR & PERMIT PROCUREMENT
Carlos Hernandez performed Project Management in Construction for five years, plus twelve years in Project Management at Image Craft in Phoenix and three years at Summit West Signs. Carlos is the Chief Estimator and supervises the Permit Tech. Carlos estimates $20 million per year in sign projects. Carlos has worked on major signage projects for many local school districts, the Arizona Diamondbacks, Phoenix Suns, Oakland A's, The Fiesta Bowl, hotels, shopping centers, and apartment complexes.
RELEVANT OTHER PROJECTS: Peoria Parks, Tolleson Entry Sign, Public School Conversions, UA Steele Children's Hospital, I-17 Expansion (Construction Management)

MONICA WHITE, PM MANAGER
Monica White has 28 years' experience in the signage/graphics industry, including eight years at Summit West Signs and twelve years at Luminous Neon. Monica manages the project management team, overseeing major signage construction management for hundreds of Arizona schools, apartment complexes, hotels, shopping centers, parks, sports complexes, and HOA communities.
RELEVANT OTHER PROJECTS: City of Tolleson Welcome Sign, Tucson Airport Tenant Directory Monuments, Rebranding American Airlines Facilities at Sky Harbor Airport (and Tempe locations), Alhambra USD Conversion, Glendale USD Conversion, City of Wickenburg Welcome Sign, Peoria Parks, Pima Crossing, Landis Plaza

JESSIE GARCIA, FABRICATION SUPERVISOR AND FOREMAN
Jessie Garcia supervises fabrication in a 34,000 square foot warehouse with fifteen full-time expert fabricators in welding, sheet metal, electrical, CNC routing, painting and assembly. Jesse has overseen construction of hundreds of EMC monument signs. The Summit West Sign fabrication facility includes three CNC routers, an automotive paint system, a computer-driven bender, computer assisted metal cutter, ten-foot brake, aluminum and steel welding stations. Over the last two years, Jesse and the Summit West fabrication team completed nearly one hundred custom, electrical monument signs for a variety of institutions, EMC message centers, illuminated channel letters, illuminated push-through acrylic letter cabinets, also including structural components, steel structure, mounting plates and anchoring systems.
RELEVANT OTHER PROJECTS: Peoria Parks, Tolleson Entry Sign, Public School Conversions, City of Tolleson Welcome Sign, Tucson Airport Tenant Directory Monuments, Alhambra USD Conversion, Glendale USD Conversion, City of Wickenburg Welcome Sign

JOHN MARTINEZ, SUPERINTENDENT – INSTALLATION
John is a construction manager and superintendent with over 27 years of experience in all aspects of major sign construction, including safety & protection preparedness, excavation, concrete footings, crane installations, wiring, and assembly. John Martinez has been the construction and installation manager at Summit West Signs for fifteen years. John has installed hundreds of major school signs all over the state of Arizona. With his team, John personally excavated and poured hundreds of footings, set anchors, set and leveled engineered anchor plates, installed major site signage including structural posts, beams, framework, and wired electrical supplies. John has high-rise experience installing signs on buildings including Meridian Bank Tower, Wells Fargo, Chase and MidFirst Bank, at elevations up to 480 feet. John's projects include installation of major school signs, building signs for apartment communities, parks, shopping centers, municipal projects and HOA communities. John Martinez also manages and maintains the Summit West Signs vehicle fleet, including four bucket trucks and both 60' and 85' Altec Sign Cranes.

Summit West Signs Awards and Recognitions:

Year	EMC Monument Sign Award	Presented By:
2021	Gibert High School "GOLD AWARD"	Watchfire Signs
2020	Hamilton High School "GOLD AWARD"	Watchfire Signs

Year	Dealer Award		Presented By:
2023	Diamond Award	—	Watchfire Signs
2022	Platinum Award	—	Watchfire Signs
2021	Gold Award	—	Watchfire Signs
2020	Platinum Award	—	Watchfire Signs
2019	Platinum Award	—	Watchfire Signs
2018	Silver Award	—	Watchfire Signs
2017	Silver Award	—	Watchfire Signs
2016	Gold Award	—	Watchfire Signs
2015	Gold Award	—	Watchfire Signs
2013	Silver Award	—	Watchfire Signs

3E Provide three project references – include a brief description of the project.

Reference 1
Rytan Construction Company
4636 E Elwood St. #7 Phoenix AZ 85040
Sean Murphy ph. 480-922-8899 (e) smurphy@rytanconstruction.com
Chandler USD - District-Wide Marquee Signs Conversion Project: $2,763,195 Valuation.
Full Color EMC Monuments: Design, Permitting, Fabrication, Excavation, Installation, Training

Reference 2
Sunnyside Unified School District
2238 E Ginter Rd, Tucson, AZ 85706
Elizabeth Greenlee ph. 520-545-2069 (e) elizabethgr@susd12.org
Sunnyside USD - District-Wide Marquee Signs Conversion Project: $1,812.953.00 Valuation.
Full Color EMC Monuments: Design, Permitting, Fabrication, Excavation, Installation, Training

Reference 3
Phoenix Union High School District
4502 N. Central Ave. Phoenix AZ 85012
Frank Bock ph. 602-768-3884 (e) bock@phoenixunion.org
Phoenix UHSD - District-Wide Signage 2011-2024 (Multiple Locations Over Five Years): $749,103 Valuation
Full Color EMC Monuments: Design, Permitting, Fabrication, Excavation, Installation, Training

SECTION 4 – VALUE ADDED SERVICES OFFERED AND MARKETING PLAN

4A Identify any other value-added services your firm will offer 1GPA Members. Value-added services are those your firm will offer at little or no cost that support your firm's primary business and are aligned with the scope of this contract.

a. Graphic Services - Design – Digital File Creation & Revision – Sign Plans – Identification Guidebooks
b. Consultation – Project Management – Specification Assistance – Site Surveys – Development of Sign Plan
c. Permitting Services
d. Training Services (Above and beyond initial training)
e. Installation (Labor) Services
f. Shipping and Delivery Services
g. Specialized Equipment for Installation/Repairs
h. Specialized Services for Installation/Repairs
i. Bonding Ability

Consultants – We see ourselves as sign consultants and work diligently to ensure that each client gets an optimal and cost-effective solution. There is a myriad of choices to be made when designing a sign or scoreboard and so we feel there is exceptional and substantial value in our ability to assist clients in understanding these options and make good selections.

Support – Although we are confident our price structure is extremely attractive, we also intend to provide a level of support and service that is well beyond the industry norm.

Quality – We build the highest quality available, and we use top-line, time-tested components supported with industry leading technology.

Experience – We have a proven ability to conceptualize, manage, and complete projects of almost any size. Our daily operations comfortably encompass everything from a $30 banner to complex, multimillion-dollar projects. For example, we successfully executed a $1.8 million project for the Phoenix Light Rail, along with three nearly million-dollar electronic signage projects for school districts in Tempe and Phoenix. Summit West Signs has consistently delivered these types of projects to cooperatives, schools, and municipalities with distinction for the past 25 years. This includes installing over 250 scoreboards and EMCs (Electronic Message Centers) combined.

A significant portion of our business is generated through word of mouth, and we enjoy a diverse client base thanks to substantial repeat business. Our success is rooted in our unwavering commitment to excellence and exceeding expectations. Our team members are empowered problem solvers who uphold the highest standards of integrity. We are dedicated to achieving customer satisfaction in all aspects of our work. Before commencing any project, we ensure clarity with all stakeholders and keep them updated throughout the process. Should a rare issue arise where immediate resolution or assistance is needed, our team members are readily available to support our clients. We lead by example and are committed to ensuring your satisfaction with our services.

4B Confirm your firm's understanding of the Cooperative Purchasing Program and how you will comply with the contract administration requirements of 1GPA.

We understand that 1GPA (1 Government Procurement Alliance) is a national non-profit governmental purchasing cooperative designed to streamline procurement processes for public entities. This allows these entities to leverage pre-approved contracts to efficiently acquire goods and services from both local and national vendors.

As a sign manufacturing business, we recognize the importance of complying with the Cooperative Purchasing Program administered by 1GPA. Our commitment to this program includes adhering to the specific contract administration requirements set forth by 1GPA's lead governmental entities. This entails:

1. **Compliance with Contract Terms:** We will strictly adhere to the terms and conditions outlined in the 1GPA contracts, ensuring that all deliverables, timelines, and quality standards are met as stipulated.
2. **Transparent Communication:** We will maintain clear and open communication with 1GPA and its member entities throughout the contract lifecycle. This includes providing regular updates on project progress, addressing any concerns promptly, and ensuring all stakeholders are well-informed.
3. **Quality Assurance:** Our manufacturing processes and products will consistently meet or exceed the quality standards expected by 1GPA and its member entities. We are committed to delivering reliable and durable signage solutions that fulfill the needs and expectations of our clients.
4. **Accountability and Documentation:** We will maintain accurate records and documentation related to project execution, including procurement, production, and delivery phases. This ensures transparency and accountability in our operations, facilitating smooth contract administration and compliance audits.
5. **Customer Satisfaction:** Our primary goal is to ensure the satisfaction of 1GPA member entities by providing exceptional service, responsiveness, and support throughout the contract period. We are dedicated to meeting their signage needs efficiently and effectively.

In summary, our firm is fully committed to understanding and complying with the Cooperative Purchasing Program facilitated by 1GPA. We are prepared to contribute to the program's success by delivering high-quality signage solutions and exemplary service that align with the cooperative's procurement objectives and standards.

4C Describe the process for volume tracking and reporting to 1GPA. See Uniform Terms and Conditions paragraph 3-Contract Administration and Operation, items G through J for more information.
1. Understanding the Contract Terms

1. Establishing a Tracking System

- **Internal Tracking System**: Implement an internal system to track relevant metrics and data points specified in the contract. This system should be capable of capturing sales volumes, service types, pricing, and any other relevant information.
- **Data Collection**: Ensure that data collection processes are aligned with the reporting requirements outlined in the contract. This may involve integrating tracking mechanisms into existing operational processes or implementing new procedures as necessary.

2. Reporting Procedures

- **Reporting Frequency**: Timely submittals of monthly reports to 1GPA.
- **Report Content**: Compile reports that include all required information such as total sales volumes, breakdown of services provided, pricing details, and any other metrics specified. Ensure accuracy and completeness of the data presented.
- **Formatting**: Adhere to any specific formatting requirements stipulated by 1GPA for the submission of reports. This may include using specific templates or electronic submission methods.

3. Compliance and Documentation

- **Accuracy and Verification**: Verify the accuracy of all data included in the reports before submission. Ensure that calculations are correct and data sources are reliable.
- **Documentation**: Maintain records of all reports submitted to 1GPA as well as any supporting documentation that may be required (e.g., invoices, contracts, transaction records).

4. Communication with 1GPA

- **Timely Communication**: Maintain open communication with 1GPA regarding any issues or questions related to volume tracking and reporting. Address any discrepancies or concerns promptly.
- **Compliance Reviews**: Be prepared for potential compliance reviews or audits by 1GPA to verify the accuracy and completeness of the reported data.

5. Continuous Improvement

- **Feedback and Evaluation**: Solicit feedback from 1GPA on the quality and completeness of the reports submitted. Use this feedback to continuously improve the tracking and reporting processes.
- **Adaptation to Changes**: Stay informed about any updates or changes to reporting requirements or procedures communicated by 1GPA. Adapt internal processes accordingly to ensure ongoing compliance.

By following these steps, a business can effectively track and report volumes to 1GPA in accordance with the Uniform Terms and Conditions, ensuring transparency, accuracy, and compliance with contractual obligations.

4D Describe your firm's strategy to successfully market, promote and communicate the benefits of this contract to current and potential 1GPA Members nationwide.

We use a variety of methods to market our products and services. We are strong active members of the AASBO and ASBA organizations tradeshows have proven to be a very effective environment to meet and discuss members' needs. These types of functions allow us to showcase our craftsmanship and specific projects to decision makers. Our work speaks for itself which in turn creates a great deal of referral-based opportunities and often our signs are noticed by other school/schoolboard members and are then referred to SWS. In addition to garnering local and statewide interest, our designs have won national awards and that is a huge reason why people have come to rely upon us. We take the time to understand individual and districts' unique needs.

1. Market Research

Identify Target Audience: Conduct market research to understand the demographics, needs, and preferences of current and potential 1GPA members.

Member Insights: Gather insights from existing 1GPA members regarding their preferences, challenges, and what they value most in contracts and procurement solutions.

2. Value Proposition Development

Define Key Benefits: Clearly articulate the unique benefits and value propositions offered by the contract through 1GPA. Highlight advantages such as cost savings, streamlined procurement processes, quality assurance, and compliance with procurement regulations.

Tailored Messaging: Develop tailored messaging that resonates with different segments of the audience. Emphasize specific benefits relevant to their needs and challenges.

3. Multi-channel Marketing Campaign

Digital Marketing: Implement a robust digital marketing strategy encompassing website optimization, SEO, and content marketing (blogs, articles, case studies) to increase online visibility and attract traffic.

Email Marketing: Utilize segmented email campaigns to directly target current and potential 1GPA members with personalized content showcasing the benefits of the contract. Include success stories, testimonials, and exclusive offers.

Social Media: Leverage platforms like Instagram and Facebook to engage with procurement professionals and decision-makers. Share informative content, participate in discussions, and promote webinars or events related to the contract.

4. Collateral Development
Brochures and Flyers: Design visually appealing print and digital collateral that succinctly communicates the contract's benefits, features, and how it addresses common procurement challenges.

Case Studies and Success Stories: Develop compelling case studies highlighting successful implementation of the contract by current 1GPA members. Use these to demonstrate tangible results and build credibility.

5. Direct Sales and Relationship Building
Sales Team Activation: Equip the sales team with comprehensive training on the contract's details, benefits, and competitive advantages. Empower them to engage in consultative selling and address specific needs of members.

Networking and Events: Participate in industry conferences, trade shows, and networking events where 1GPA members are likely to be present. Host webinars or informational sessions to educate prospects and build relationships.

6. Continuous Improvement
Regularly analyze results and gather feedback from 1GPA members to refine messaging, optimize campaigns, and adapt strategies based on market trends and member feedback.

7. Compliance and Reporting
Contractual Obligations: Ensure all marketing materials and communications adhere to contractual obligations and guidelines set forth by 1GPA. Maintain transparency and accuracy in all promotional activities.

By implementing this comprehensive marketing strategy, your firm can effectively promote the benefits of the contract through 1GPA to current and potential members nationwide, driving awareness, engagement, and ultimately, adoption of the contract among the target audience.

4E Identify any cooperative purchasing agencies your firm currently holds contracts with (for information only).
Mohave Cooperative

NATIONAL PURCHASING COOPERATIVE

Pinal County School Office
EDUCATION SERVICES

Contract Extension/Amendment

8/27/2025

Summit West Signs
4049 E Presidio St Suite 101
Mesa, Arizona, 85215
Attn: Dana Duncan

Re: Extension Agreement for Scoreboards, Signs and Related Products, Contract # 25-05P-02-E1

The above-referenced contract is hereby mutually extended for an additional one (1) year period until 10/15/2026. This is the second year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and returning this signed Contract Extension with the following documentation:**

☐ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance)
☐ Updated Contact Information Sheet

Please check the box next to the appropriate contract price update:

☐ No contract pricing updates. Current price on file is accurate.

☐ Our contract pricing is based on a firm-fixed price list. We are providing an updated firm-fixed price list for 1GPA's approval with this extension.

☒ Our contract pricing is based on a percentage discount. We are providing new price lists for 1GPA's approval with this extension. *Note: Percentage Discounts remain the same as per contract terms and conditions.*

☐ We are aware of new price lists that will be available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are received and approved by 1GPA.

Please include a brief description of all the price updates below:

Price remains a percentage-based discount. Prices of materials increased due to tariffs and inflation of materials. Changes are highlighted in yellow on excel sheet. We added two new areas as well on the pricing sheet including Trusses (for scoreboards) and Maintenance.

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for approval.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature:	
Printed Name: Carlos Hernandez	
Title: Pre-Construction Manager	Date: 8/27/25

Approvals/Authorized Signatures:
1GPA and Mary C. O'Brien Accommodation School District/Pinal County ESA have reviewed this contract extension. Each party's signature indicates approval. The absence of a signature indicates non-approval.

Christy Knorr

Christy Knorr, President
1GPA

10/06/2025

Jill Broussard

Jill Broussard, Pinal County Superintendent
Mary C. O'Brien Accommodation School District/Pinal County ESA

10/10/2025

SUMMIT WEST SIGNS
4049 EAST PRESIDIO STREET, MESA 85215

September 16, 2024

1GPA National Purchasing Cooperative

Jen Stam
1910 W. Washington Street
Phoenix, AZ 85009
jstam@1gpa.org

RE: Clarifications/Discussions and Request for Best and Final Offer for RFP 25-05P – Scoreboards, Signs and Related Products

Dear Ms. Stam

In response to your letter dated 9/16/24, the shipping/handling pricing provided on the Discount Schedule, Column F, is revised to conform with the price list. Please see the attached, revised Discount Schedule.

Our proposal submitted to 1GPA on August 12, 2024 represents our most competitive pricing.

Thank You,

Carlos Hernandez

Carlos Hernandez, Chief Estimator
carlos@summitwestsigns.com
Summit West Signs
480-926-3465

September 16, 2024

Amber Elliott
Duncor LLC dba Summit West Signs
4049 E. Presidio Street
Mesa, AZ 85215
amber@summitwestsigns.com

RE: Clarifications/Discussions and Request for Best and Final Offer for RFP 25-05P – Scoreboards, Signs and Related Products

Dear Ms. Elliott:

1GPA and the Lead Agency have completed the initial review of the proposals received in response to Request for Proposal (RFP) 25-05P Scoreboards, Signs and Related Products. As part of the evaluation process, 1GPA is requesting that you provide responses to the items listed below and submit a Best and Final Offer. This is an opportunity for your firm to make any revisions to your proposal you feel would make your offer more competitive, responsive and acceptable.

Your response shall be submitted no later than **Thursday, September 19, 2024 at 5:00 PM** Arizona time. The RFP number and "Best and Final Offer" should be indicated in your response. The Best and Final Offer may be emailed to jstam@1gpa.org. At a minimum, your best and final response should address the following:

- In accordance with Special Term and Conditions #26 Shipping Terms, Prices shall be F.O.B. Destination Freight Prepaid and Allowed or F.O.B. Destination Freight Prepaid and Added to Member's location. Please address the shipping/handling pricing provided on the Discount Schedule versus the shipping and delivery services provided on your firm's price list.

- Please reevaluate the pricing submitted with your proposal if you feel it would make your offer more competitive.

In addition to the items listed above, you may otherwise revise or supplement your proposal if you believe it would make your proposal more competitive. All revisions shall be clearly marked or submitted on a supplemental form. If you do not submit a notice of withdrawal or a best and final offer, your immediate previous offer will be construed as your best and final offer.

Should you have any questions, please contact Jen Stam, Procurement Specialist at 480.809.1499 or jstam@1gpa.org.

Sincerely,

Christy Knorr

Christy Knorr
President of 1GPA

LABOR AND SERVICE RATES

RFP 25-05P Scoreboards, Signs and Related Products

Instructions: **SECTION A** - Provide not-to-exceed hourly rates for labor and services provided under this RFP. Include pricing for regular hours, after hours, weekends/holidays if applicable. Add comments necessary to fully understand services being offered. Do not insert lines or change the description of lines in this section. Additional lines may be entered in SECTION B. **SECTION B** - Provide rates for any other levels of labor and services your firm offers. Add as many lines as needed to represent all of your services offered. All labor and service rates shall remain firm until each anniversary date of the contract. Actual charges to the Member may be less depending on various factors specific to the project being performed. Travel will be paid in accordance with Special Terms & Conditions #30 Travel Expense Reimbursement.

Company Name: **Summit West Signs**

SECTION A: LABOR AND SERVICE RATES - HOURLY RATES

Line	Description	UOM	Not-to-Exceed Normal Business Hour Rate	Not-to-Exceed After Hours Rate	Not-to-Exceed Weekend/Holiday Rate	Comments /Limitations
1	Graphic Designer	per hour	$55.00	$82.50	$110.00	
2	Sign Designer	per hour	$75.00	$112.50	$150	
3	Digital Content Developer	per hour	$35.00	$52.50	$70.00	
4	Project Manager	per hour	$55.00	$82.50	$110.00	
5	Installation Supervisor	per hour	$95.00	$142.00	$190.00	
6	Sign Installer	per hour	$95.00	N/A	N/A	
7	Installation Assistant	per hour	$50.00	$75.00	$100.00	
8	Electrician	per hour	N/A	N/A	N/A	Pass Through
9	Engineer	per hour	N/A	N/A	N/A	Pass through
10	Training Coordinator	per hour	$85.00	$127.50	$170.00	
11	Repair and Maintenance Technician	per hour	$95.00	N/A	N/A	

SECTION B: OTHER LABOR AND SERVICE RATES

Line	Description	UOM	Not-to-Exceed Normal Business Hour Rate	Not-to-Exceed After Hours Rate	Not-to-Exceed Weekend/Holiday Rate	Comments /Limitations
12	Senior Management	per hour	$75.00	$112.50	$150.00	
13	Consulting Services	per hour	$95.00	$142.50	$190.00	
14	Skilled Labor	per hour	$50.00	$75.00	$100.00	
15	Foreman	per hour	$95.00	$142.50	$190.00	
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Summit West Signs - MSRP Price List

SERVICE AND REPAIRS

Summit West Signs - 4049 E. Presidio St., Mesa AZ 85215 - Sales@SummitWestSigns.com - 480.926.3465

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SERVICE CALL FOR STANDARD SIGN SERVICE <#SERVE>

Labor rates below reflect a one man crew with bucket truck that are within 50 miles from the dispatch point. Addition technicians and sites over 50 miles from dispatch point will be applied per hour, milage and mobilization breakdown included.

	Flat Fee
Bucket Truck	$395.00

LABOR FOR STANDARD SIGN SERVICE <#SERVE>

Labor rates below reflect a one man crew For jobs requiring multiple technicians multiply the rate by the number of techs required.

	JOURNEYMAN	SKILLED LABOR	GENERAL LABOR
Per Man Hour	$95.00	$50.00	$35.00
Davis-Bacon Per Man Hour	$142.50	$75.00	$52.50

MILEAGE AND MOBILIZATION FOR STANDARD SIGN SERVICE <#MMSSTT>

Mileage applies for travel to job sites that are over 50 miles from the dispatch point (first 50 miles are n/c). All mileage is as per Goggle Maps, most direct route. Local travel once on-site

Add For Vehicle Mobilization	Per Hour	Davis-Bacon Per Hour	Per mile To Job Site
Eco vehicle	$26.00	$38	$0.25*
Auto or Standard Pickup	$28.50	$38	$0.625*
Service Truck	$38.00	$58	$0.625*
Service Truck with Trailer	$48.00	$62	$0.625*
Flatbed	$40.00	$65	$0.625*
Flatbed with trailer	$50.00	$58	$0.625*
Bucket Truck	$40.00	$65	$0.625*
Bucket Truck with trailer	$50.00	$70	$0.625*
Crane Truck	$60.00	$75	$0.625*
Crane Truck With Trailer	$70.00	$90	$0.625*

* or actual rate as shown in: State of Arizona Travel Policy, Supplement I - Maximum Transportation, Lodging and Meal Reimbursement Rates

PER DIEM (LODGING AND MEALS) <#PDLM-TT>

Will be charged whenever job duration is more than one day, and job location is more than 50 miles from the vehicle/equipment origination point to the job site.

Lodging and Meals: As per rates shown in: State of Arizona Travel Policy, Topic 50 Travel Section 95 Issued 10/1/2023 - Maximum Transportation, Lodging and Meal Reimbursement Rates using Continental US rates as standard for all locations in Arizona.

Lodging	M&IE

	A	B	C	D	E	F	G	H
40				$98.00	$49.00			
41								
42	**NOTE REGARDING PARTS AND COMPONENTS FOR SERVICE:**							
43	Please see "components" tab and/or other listings found herein for additional information							

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The following is a Cooperative Solicitation, released via Mary C. O'Brien Accommodation School/Pinal County ESA as the lead agency for 1GPA:

Request for Proposal #25-05P
Scoreboards, Signs and Related Products

Proposal Due Date and Time: August 13, 2024 at 11:00 AM MST Arizona Time

RFP Opening Location: Opening will be held publicly online through Zoom. Use the following link to join the conference from PC or Mac: https://us06web.zoom.us/j/5178216730
Call by Phone 1 669 444 9171 (US)
Find your local number: https://us06web.zoom.us/u/kecdGSaO1T
Meeting ID: 517 821 6730

Electronic Submittals: OpenGov Procurement – https://procurement.opengov.com/portal/1gpa
See enclosed submittal instructions.

Last Day for Questions: August 6, 2024

Pre-Proposal Conference: None

In accordance with the Arizona procurement code and rules, Competitive Sealed Proposals for the materials or services specified will be received electronically by the 1GPA/Lead Agency, via OpenGov Procurement, until the time and date cited. Proposals received by the correct time and date shall be opened, via OpenGov Procurement, and the name of each Offeror will be publicly read at the location indicated above. All other information contained in the Proposal shall remain confidential until award is made. Late proposals shall not be considered.

To be considered, proposals shall be submitted electronically through OpenGov Procurement using the link listed above. Submittal instructions for OpenGov Procurement and additional instructions for preparing a proposal are provided herein. Offerors are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Request for Proposal should be submitted via OpenGov Procurement through the same link listed above. To receive notification when answers are posted on OpenGov Procurement, click the "Follow" button.

For further assistance, contact Jen Stam at jstam@1gpa.org (phone 480-809-1499).

Christy Knorr

Christy Knorr, President
1GPA

Jill Broussard

Jill Broussard, Superintendent
Mary C. O'Brien Accommodation School/
Pinal County ESA

Date Issued: July 8, 2024

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Exhibit A – OpenGov Submittal Instructions ..... Page 31

INTRODUCTION

Who are we?

1GPA/1Government Procurement Alliance is a non-profit national governmental purchasing cooperative that allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

What do we do?

We provide contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a government purchasing cooperative or Interlocal agreement. All of our contracts are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's lead governmental entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

As a government purchasing cooperative, 1GPA offers its Members access to a broad range of vendors whose goods and services have been competitively procured by 1GPA, in coordination with its governmental lead agencies. When conducting competitive solicitations, 1GPA takes all steps necessary to comply with federal, state and local procurement laws applicable to both the Lead Agency identified in the solicitation, as well as to 1GPA. Each Member must make its own independent determination as to (1) whether the Member may, under laws applicable to the Member, lawfully purchase particular goods or services through purchasing cooperatives, and (2) whether the Member must comply with any additional procedures required under laws applicable to the Member prior to completing a cooperative purchase. 1GPA makes no representations or warranties to its Members, or to any vendors, regarding such matters.

SCOPE OF WORK

1. PURPOSE:

The purpose of this Request for Proposal (RFP) is to establish a contract with the most advantageous and qualified contractor(s) that provide scoreboards, signs and related products as outlined in this solicitation for 1GPA Cooperative Members (Members) as needed.

2. BACKGROUND:

1GPA is a non-profit national cooperative that empowers public agencies and non-profits to access competitively procured contracts for a wide range of goods and services. By leveraging pooled purchasing power, 1GPA ensures its members—including schools, government entities, and Native American communities—receive high-quality products and services at the best prices, all while simplifying complex procurement processes and ensuring compliance with state regulations.

The Pinal County Education Service Agency's (Pinal County ESA) Mary C. O'Brien Accommodation District acts as a Lead Agency for 1GPA. Pinal ESA provides programs and services for approximately 51,000 students within 21 public school districts, in addition to the growing number of private and charter schools within Pinal County. Also served by Pinal County ESA is a large Indian community including parts of the Tohono O'odham Nation (Papago & Pima Indians), the San Carlos Apache Indian Reservation, and Gila River Indian Community, along with the entirety of the Ak-Chin Indian Community. Pinal County was founded in 1875 and is located in the central part of Arizona between Maricopa County (Phoenix) on the north and west sides, Gila County also on the north, Pima County (Tucson) on the south and Graham County on the East. It covers an area of 5,374 square miles. The estimated population in 2021 was 439,000 and growing. The county seat is located in Florence, AZ as is the Pinal County School Superintendent's office. The items and/or services listed under this Scope of Work may or may not apply to the specific needs of Mary C. O'Brien Accommodation District /Pinal County ESA.

The resulting contract from this solicitation will replace contract: # 19-14P Electronic Scoreboards and Signs upon its final expiration on October 15, 2024.

3. SCOPE OF WORK

The scope of work for this solicitation includes an extensive array of scoreboards, signs, and related products and services including installation, inspection, maintenance and repair. ***This is NOT an "All or Nothing" solicitation. Offerors are encouraged to submit proposals on single or multiple categories and/or for single or multiple regions.*** The categories listed below are examples of the products and services needed, however, this is not intended to be an exhaustive list. The resultant contract will include any related products and services.

3.1 Electronic Scoreboards and Timing Systems may include, but are not limited to:

- Baseball/Softball Scoreboards
- Basketball Scoreboards
- Football Scoreboards
- Golf Scoreboards
- Hockey Scoreboards
- Lacrosse Scoreboards
- Multi-Sport Scoreboards
- Pace of Game Clocks
- Portable/Handheld Scoreboards
- Scorers Tables
- Shot Clocks
- Soccer Scoreboards
- Swimming Scoreboards
- Track Scoreboards
- Tennis Scoreboards
- Wrestling Scoreboards

3.2 **Electronic Signs** may include, but are not limited to:

- Cabinets
- Channel Letters
- Digital Walls of Fame
- Indoor and Outdoor Building Signs
- Message Boards
- Marquee Signs
- Ribbon Boards
- Video Displays

3.3 **Signage Products (Non-Electric)** may include, but are not limited to:

- Acrylic Letters, Numbers & Signs
- ADA Compliant Signs
- Aluminum Letters, Numbers & Signs
- Banners
- Building Signs
- Cast Metal Letters, Numbers & Signs
- Directional Signs
- Monument Signs
- Plaques
- Portable Signs
- Posters
- Regulatory Signs
- Spirit Flags
- Traffic Signs
- Vinyl Decals
- Wooden Signs

3.4 **General Requirements**

3.4.1 Contractor shall adhere to all Federal, State, County and Municipal government regulations, rules, ordinances, and industry standards set by the applicable trade association. At minimum, Contractor shall comply with ADA, ASA, ASTM, OSHA and UL codes and regulations.

3.4.2 Contractor is responsible for all costs associated with completing the services listed herein and is to include all operating and overhead costs.

3.4.3 Contractor shall adhere to all manufacturer recommendations to not void any applicable warranties.

3.4.4 Provide site inspection and verify field measurements, as necessary, to ensure proper installation.

3.4.5 Contractor may provide necessary electrical wiring and hookup as required for installation.

3.4.6 Adhere to the scope of work provided by the Member prior to the start of any project. Any change orders to a project must be approved by the Member prior to any work performed, otherwise the Contractor runs the risk of incurring these additional costs without payment.

3.4.7 Contractor shall have the expertise to install and implement various scoreboards, signs, and related equipment. Design services, specifications and engineering services, and removal of existing equipment may be included.

3.4.8 Post-implementation, the Contractor should be qualified and experienced to inspect, maintain and repair a broad range of scoreboards, signs, and related products.

3.5 **Other**

Other related products and services that fit the scope of work for this solicitation but are not specifically mentioned herein may be offered.

EVALUATION CRITERIA

Representatives of 1GPA will evaluate the proposals and rank them from the one most likely to the one least likely to meet the needs of 1GPA and its Members and satisfy the requirements of the RFP. 1GPA may call for interviews to clarify information received in the proposal. In addition to interviews, or if the proposals are very closely ranked, 1GPA reserves the option to enter into discussion on pricing and/or other portions of the proposal and may request Best and Final offers if it is determined to be in 1GPA 's own best interest. However, offering firms are cautioned that 1GPA may proceed with an award on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or Best and Final offers.

Evaluation of the proposal will be based on the following criteria. Specific weighting shall be used. The following criteria are listed in order of greatest importance:

A. Cost (300 points possible) – Overall pricing offered across the country will be considered.

B. Overall Products & Services Offered (275 points possible) – Demonstrated understanding of the scope and work required and the ability of the Contractor to deliver quality products and services in a timely and professional manner. This may include but is not limited to the method of approach, range of products offered, installation, service and on-going maintenance program, and customer support.

C. Experience, Expertise and Qualifications (250 points possible) – Experience, expertise and qualifications of the firm and key personnel in providing required services. Previous experience with similar or like services as outlined in this RFP is also considered.

D. Value Added Services Offered and Marketing Plan (125 points possible) – Other related products or services that add value to the 1GPA Members utilizing the contract offered at little or no cost, the ability to serve a national member base and the Offeror's marketing plan.

E. Responsiveness (50 points possible) – Overall responsiveness of the proposal and providing the required information at time of RFP submittal. The ability of the firm to accept the terms and conditions of this solicitation that will become the governing document of this contract will be considered.

SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

ELECTRONIC SUBMITTAL REQUIRED – An electronic submission is required. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found in Exhibit A at the end of this document.

Proposals will be time stamped when received by OpenGov Procurement. Proposals will be accepted up to but no later than the due date and time indicated in this solicitation. Proposals received after the due date and time stated will be rejected and will not be considered. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least ONE (1) day before Proposal Due Date and Time to begin the uploading process and to finalize your submission.

PROPOSAL FORMAT – Each proposal should be submitted on the forms and in the format specified. 1GPA will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Complete each section on the OpenGov Procurement platform for this project. Items marked with an asterisk require a response. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

VENDOR SUBMISSIONS
THROUGH OPENGOV PROCUREMENT

Below is an overview of the information that will be required as part of your firm's submittal through the OpenGov Procurement online portal. Download, complete, and upload any required forms, upload the required information, and submit responses in the Vendor Submission section of the Project on the online portal. The information below is intended to be a guide for the preparation of your submittal. In the event that there is a conflict between this section and the OpenGov Procurement online portal, the online portal prevails.

OPENGOV PART 1 - PROPOSAL

1.1 You will be asked to confirm you have read through and met all of the proposal requirements.

1.2 You will be asked to upload a complete proposal (without cost). The proposal shall be prepared to include at least the following information in the sequence outlined below:

COMPLETE PROPOSAL:

SECTION 1 – GENERAL INFORMATION

1A Provide the name and contact information including phone number and email address for any inquiries regarding the proposal.

1B Provide a statement confirming the firm's complete understanding of the requirements of this solicitation and the ability of the firm to comply with all terms and conditions of the resultant contract.

SECTION 2 – OVERALL PRODUCTS & SERVICES OFFERED

2A Identify which products and services are offered by your firm as described in the Scope of Work on pages 4-5 of this RFP and describe your firm's capabilities in detail.

2B Identify any additional products and/or services your firm offers that are related to the items but are not specifically mentioned in the Scope of Work.

2C Provide a detailed statement of warranty for the products and/or services (labor and workmanship) your firm provides. Include any extended warranty options.

2D Provide information on your firm's return process for wrong or defective products.

2E Define normal business hours and non-business hours (emergencies and after-hours) for services provided by your firm and response times to routine and emergency service calls.

2F Specify the average lead-times for your products and projects, from the initial order to final delivery. Include information on any factors that might affect these lead-times, such as product customization and delivery schedule.

2G Describe how your firm handles installation, integration, implementation and ensures equipment functionality upon project completion.

2H Describe how your firm handles inspection, maintenance and repair services, if applicable.

2I Provide information on Member training, on-going technical support, helpdesk features and on-line resources.

2J Address whether services are handled by in-house personnel or subcontractors.

2K Provide details on how software updates for electronic products are installed, whether automatically or manually, and the level of customer involvement required.

2L Describe in detail any recycling, trade-in or buy-back programs offered by your firm.

SECTION 3 – EXPERIENCE, EXPERTISE AND QUALIFICATIONS

3A Provide a statement of your firm's history and qualifications in providing products and services as referenced in the scope of work for this solicitation.

3B Provide copies or a listing of current licenses and certifications held by the firm and/or key personnel.

3C Provide the number, size and location of your firm's central offices, support centers, and warehouses as applicable.

3D Provide detailed information on the key personnel's expertise in servicing and supporting this contract including their experience, years of service in the industry, any awards or recognitions received and roles of individuals.

3E Provide three project references – include the client's name, representative's name, phone number, email address and a brief description of the project.

SECTION 4 – VALUE ADDED SERVICES OFFERED AND MARKETING PLAN

4A Identify any other value-added services your firm will offer 1GPA Members. Value-added services are those your firm will offer at little or no cost that support your firm's primary business and are aligned with the scope of this contract.

4B Confirm your firm's understanding of the Cooperative Purchasing Program and how you will comply with the contract administration requirements of 1GPA.

4C Describe the process for volume tracking and reporting to 1GPA. See Uniform Terms and Conditions paragraph 3-Contract Administration and Operation, items G through J for more information.

4D Describe your firm's strategy to successfully market, promote and communicate the benefits of this contract to current and potential 1GPA Members nationwide.

4E Identify any cooperative purchasing agencies your firm currently holds contracts with (for information only).

OPENGOV PART 2 - COST

As outlined in this solicitation, the resultant contract may be used by eligible 1GPA Members across the US. Although this

solicitation does not contain detailed specifications for any specific Member, 1GPA requests pricing that is applicable to all related products and services offered by your firm. Members should be able to easily verify that they are receiving the contract pricing when comparing the vendor's current pricing file to the quote for their particular project.

2.1 You will be asked to confirm your firm's understanding that 1GPA's 1% administration fee shall be included in the net price. Contractor shall not add the administration fee to approved contract prices.

2.2 FORM: Discount Schedule – Complete the Excel document in OpenGov Procurement for this project.

2.3 You will be asked to upload current manufacturer price lists in PDF format for the manufacturers listed on the Discount Schedule Form.

2.4 FORM: Labor and Service Rates – Complete the Excel document in OpenGov Procurement for this project. Provide fixed service rates for the services requested under this RFP.

2.5 FORM: Regional Price Adjustment – Complete the Excel document in OpenGov Procurement for this project. Indicate all regions that your firm is able to provide products and/or services to if awarded a contract.

2.6 FORM: Additional Products and Services – Complete the Excel document in OpenGov Procurement for this project. Provide pricing for other products and services offered to Members within the Scope of Work that has not been included in other pricing documents.

2.7 Additional Information - Cost: You will have the opportunity to upload any additional information related to cost to complete your firm's offering if necessary.

OPENGOV PART 3 - FORMS

3.1 Other forms (as referenced below) under this solicitation are located on the OpenGov Procurement portal. Follow the prompts to download the forms and upload the completed forms as part of your firm's submittal.

- Offeror's Proposal & Contract Acceptance Form
- Confidential Proprietary Submittal Form
- Non-Collusion Affidavit Form
- MWBE and HUB Form
- Debarment Certification Form
- 2CFR Section 200 Certification Form
- Financial Questionnaire – (Held Confidential)
- Certificate of Insurance Form
- IRS W-9 Form
- Vendor Information Form

OPENGOV PART 4 - OTHER

The information provided in this section will only be used for vendors that receive an award/contract. Responses in this section do not guarantee or place vendors on an approved list of any kind.

4.1 Company Logo – You will be asked to upload your company logo in either a .jpg or .eps format.

4.2 Firm Introduction – You will be asked to provide a 1-2 sentence introduction to your company which will serve as your company's introduction on our exclusive Member Portal **if awarded**. This will enable Members to determine what type of services and/or products your company provides at a glance if they are not already familiar.

4.3 OPTIONAL: You may also upload a short (two minutes or less) introductory video if desired.

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on October 15, 2024 and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. **CONTRACT EXTENSION:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.

3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

4. **CONTRACT TYPE**: The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

5. **FORM OF CONTRACT:** The form of contract for this Solicitation shall be the Request for Proposal, the awarded Proposal(s) and Best and Final Offer(s), and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Request for Proposals. If a firm submitting a Proposal requires 1GPA to sign an additional agreement to form a contract, a copy of the proposed vendor agreement must be included with the Proposal. In the event of a conflict in the provisions of this Solicitation and any subsequent vendor agreement, the terms and conditions of this solicitation shall prevail.

6. **SUPPLEMENTAL AGREEMENTS:** The 1GPA Member and Contractor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Solicitation such as invoice requirements, on campus service specifics, etc. Any supplemental agreement developed as a result of this Solicitation is exclusively between the Member and Contractor and may not materially change any of the terms and conditions contained herein. 1GPA, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between the Member and Contractor is exclusively between the Member and the Contractor and will be subject to immediate cancellation by the Member (without penalty) if, in the opinion of the Member, the quality, service and specification requirements and/or the terms and conditions are not maintained as stated in the supplemental agreement.

7. **PROPOSAL ACCEPTANCE PERIOD**: In order to allow for an adequate evaluation, 1GPA requires a Proposal in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

8. **RESPONSE FORMAT:** All Proposal responses are to be in the same form as this Request for Proposal. Address each requirement in the same order as has been requested.

9. **ELECTRONIC SUBMITTAL - REQUIRED:** An electronic submission is **required**. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

10. **TIME STAMP**: Proposals will be time stamped when received by OpenGov Procurement. Proposals will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Proposal Due Date and Time to begin the uploading process and to finalize your submission.

SPECIAL TERMS AND CONDITIONS

11. **AWARD**: Award(s) will be made to the responsive and responsible Offeror(s) whose Proposal(s) is (are) determined in writing to be most advantageous to 1GPA for its Members based on the factors set forth in the Request for Proposals. No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal. The procurement file shall contain the basis on which the award is made.

12. **DISCUSSIONS**: In accordance with AAC R7-2-1047, after the initial receipt of Proposals, 1GPA reserves the option to conduct discussions with those Offerors who submit Proposals determined by 1GPA to be reasonably susceptible of being selected for award. Discussions may be conducted to assure full understanding of the Proposal in order to obtain the most advantageous contract for 1GPA Members.

13. **BEST AND FINAL OFFERS:** If discussions are conducted pursuant to AAC R7-2-1047, 1GPA shall issue a written request for Best and Final Offers pursuant to AAC R7-2-1048. If Offerors do not submit a notice of withdrawal or a Best and Final Offer, the immediate previous offer will be construed as the Best and Final Offer.

14. **MULTIPLE AWARDS:** 1GPA has a large number and variety of potential using districts and agencies at locations throughout the United States. In order to assure that any ensuing contracts will allow 1GPA to fulfill current and future requirements; 1GPA reserves the right to award contracts to multiple vendors. Such decision will be based upon consideration for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for a large diverse Membership, geographic areas served. The actual use of any contract will be at the sole discretion of 1GPA members. Contracts will be awarded, as applicable, by individual line item, groups of line items, or categories, incrementally, by region, or by location. The awards will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of the 1GPA Members. Offeror should consider the fact that 1GPA may award multiple contracts in preparing their response. The decision to award multiple contracts, award only one contract, or make no awards rests solely with 1GPA. Offerors are not required to propose all items specified in this Request for Proposal. Partial offers will be considered.

15. **ADMINISTRATION FEE:** 1GPA's .01 (1%) administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices.

16. **PRICING:** Contract pricing must be based upon:
    1) Fixed discount(s) off published price list(s) or catalog(s)
    2) Firm fixed price
    3) A combination of the above

17. **COMBINATION PRICING:** Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

18. **DISCOUNTS:** Discounts offered must clearly identify the minimum percentage of discount to apply to either a manufacturer's published price list, vendor published catalog, advertised price list, for contract purchase as applicable. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services or categories. There will be no reduction discount(s) during the life of the contract.

19. **PRICE ADJUSTMENT FOR DISCOUNT PRICING:** Revised manufacturer-published price lists and/or catalogs may be submitted for review throughout the term of the contract. 1GPA shall determine whether the requested revised pricing or an alternate option is in the best interest of its Members. Revised published price lists, and/catalogs will not become effective until approved by 1GPA.

20. **PRICE ADJUSTMENT FOR FIXED PRICING:** Fixed price offers may include prices for any and all items proposed under the contract. Fixed prices shall be firm until each anniversary date of the contract, unless there is an occurrence

of one or more allowable economic price adjustment contingencies approved by 1GPA. If allowable price adjustment contingencies occur, the Contractor may submit a fully documented request for price adjustment to 1GPA. The document must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and resulted from an increased cost to the Contractor that was out of the Contractor's control.

21. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

22. **VOLUME DISCOUNTS:** The Contractor may offer volume discounts at any time during the Contract such that the price is at or below the percent off list price within the Contract given that the price reduction is available to all Customers allowed to purchase under the Contract.

23. **NEW PRODUCT:** New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All requests are subject to review and approval by 1GPA.

24. **QUANTITIES:** 1GPA estimates considerable activity resulting from this award. Based on historical data from previous contracts as well as member surveys, 1GPA estimates usage of this contract to be $1 to $3 Million annually. A current list of 1GPA Members may be found in the attachment section for this project in OpenGov. 1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.

25. **MEMBERSHIP VERIFICATION:** Contractor will need to verify the entity is a Member by checking the membership list before accepting Purchase Orders. If the entity is not on the membership list, the Contractor shall advise the entity to reach out to 1GPA to complete the membership process.

26. **SHIPPING TERMS:** Prices shall be F.O.B. Destination Freight Prepaid and Allowed or F.O.B. Destination Freight Prepaid and Added to Member's location. 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. All claims for visible or concealed damage shall be filed by the Contractor. 1GPA Members will notify the contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

27. **DELIVERY:** Unless otherwise agreed upon between Offeror and a Member, delivery is desired within thirty (30) days of receipt of purchase order. Any outstanding items delivered after this date may be canceled and deleted from the purchase order. Offeror shall be responsible for delivery of items in good condition at point of destination and return of all items that do not meet specifications. Offeror shall file with carrier all claims for breakage, imperfections and losses, which will be deducted from invoices.

28. **INSTALLATION AND TRAINING:** Proposed price for initial installation must include complete installation along with any necessary supplies for the initial start-up. The Contractor shall train designated Member personnel on the proper use and care of the equipment supplied immediately after delivery and installation of the equipment. Installation shall not be considered complete until key operators have been trained.

29. **PROTECTION OF MEMBERS:** The Offeror shall protect all furnishings from damage and shall protect the Member's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Member. The Offeror shall confine his equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to Member's facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the Member.

The Contractor shall take all necessary precautions for the safety of students, employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. He agrees that he is fully responsible to the Member for the acts and omissions of any and all persons whether directly or indirectly employed by him. He shall maintain such insurance as will protect him and the Member from claims or damage for personal injury, including death, which may arise from operations under this contract.

30. **TRAVEL EXPENSE REIMBURSEMENT:** Vendor shall be responsible for travel arrangements and expenses. Travel expenses may be billed for certain in-state and out-of-state travel expenses on a case-by-case basis. Vendor shall seek Member approval before billing for any in-state or out-of-state travel expenses. If approved by the Member, in-state and out-of-state travel expenses shall be reimbursed in accordance with the Member's state travel policy. The travel policy may be accessed via the internet at the US General Services Administration's website: https://www.gsa.gov/travel/plan-book/per-diem-rates.

31. **NEW EQUIPMENT:** All equipment supplied pursuant to this specification shall be new, unused, and the most current model available at time of order.

32. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

33. **DEFECTIVE PRODUCTS:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor.

34. **EQUIPMENT AND PRODUCT RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment or product purchased from this contract, a notice shall be sent to the Contract Administrator with 1GPA and the Member. It shall be the responsibility of the contractor to assure that all recall notices are sent directly to the agency Member Representative.

35. **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.

36. **RESPONSIBILITY OF OFFERORS:** Factors to be considered in determining if an Offeror is responsible may include:
    A. The Offeror's financial, material, personnel and other resources, including subcontractors;
    B. The Offeror's record of performance and integrity.
    C. Whether the Offeror has been debarred or suspended;
    D. Whether the Offeror is qualified legally to contract with a public entity; and
    E. Whether the Offeror supplied all necessary information concerning its responsibility.

37. **LICENSES AND CERTIFICATIONS:** Contractor shall maintain in current status all federal, state and local licenses and certifications required by the operation of the business conducted by the contractor.

38. **FEES AND PERMITS:** Contractor shall be responsible for all costs associated with obtaining and maintaining all required permits and inspections for the performance of the work.

39. **COMPLIANCE WITH CODES AND REGULATIONS:** Contractor shall perform all work and services in strict compliance with all applicable state and local building codes, fire codes, safety regulations, zoning laws, and any other relevant laws, ordinances, rules, and regulations.

40. **INSPECTION:** The job will have a final inspection and acceptance by 1GPA Member staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Member upon completion of the Project.

SPECIAL TERMS AND CONDITIONS

41. **DAMAGES:** The Contractor shall be liable for any and all damage caused by him or his employees to the 1GPA Member premises. The offeror shall hold and save 1GPA and Member free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.

42. **CLEAN UP:** Contractor, at all times, shall keep the premises free from the accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove and dispose of all waste materials and rubbish from and about the Project, as well as tools, construction equipment, debris of every nature resulting from operations, machinery and surplus materials and return site back in a neat, orderly condition. If the Contractor fails to clean up the work, the 1GPA Member may do so and the cost thereof shall be charged to the Contractor.

43. **WARRANTY:** All workmanship and materials shall be warranted for one year from date of acceptance of project. This will be submitted in written form to the 1GPA Member at completion of Project. All items offered shall be covered by the manufacturer's standard warranty.

44. **BILLINGS:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

45. **INSURANCE:** The Contractor at their sole expense, shall obtain and secure insurance policies for the full duration of this contract, as well as throughout all applicable statutes of limitation and statutes of repose. Contractor shall carry and maintain insurance policies with the minimum coverages noted below, as will fully protect Contractor, 1GPA and its Members from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Contract, either by Contractor, its employees, or by anyone directly or indirectly engaged or employed by Contractor.

    1GPA in no way represents that the insurance required is sufficient or adequate to protect the Contractors' interest or liabilities. 1GPA Members reserve the right to request higher limits or additional types of insurance and documentation regarding the insurance provided. 1GPA Member reserves the right to reject any or all insurance companies with an unacceptable financial rating.

    Workers Compensation Insurance: meeting the requirements of the state where work is being performed, on all Contractor's employees carrying out the work involved in this contract.

    Comprehensive General Liability Insurance: policy with a limit of not less than $1,000,000 per occurrence, $2,000,000 aggregate coverage, $2,000,000 products aggregate, $5,000 medical expense (if required).

    Employer's Liability Insurance: policy with limit of not less than $1,000,000 each accident, $1,000,000 policy limits, $1,000,000 each employee.

    Automobile Liability Insurance: policy with either a combined limit of at least $1,000,000 per occurrence for bodily injury and property damage or split limits of at least $1,000,000 for bodily injury per person per occurrence and $1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

    Subcontractor: In the case of any work sublet, it is the responsibility of the Contractor to require and ensure subcontractor and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain the following provisions:

- Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
- Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- **Additional Insured** in favor of the certificate holder
- **Waiver of Subrogation** in favor of the certificate holder

46. **SPILLAGE:** Contractor will be responsible for the clean-up of contamination or spillage resulting from work performed under this contract including delivery and unloading.

47. **DATA, INFORMATION AND RECORDS SECURITY AND PRIVACY:** Contractor agrees to comply with all applicable laws and regulations regarding data, information and records security and privacy all of which are incorporation herein by reference in their current forms and as amended at any future time. These include, but are not limited to, Arizona Revised Statute (ARS) § 18-552 et seq – Notification of Security System Breaches; ARS § 44-7601 et seq – Discarding and Disposing of Records Containing Personal Identifying Information; Family Educational Rights and Privacy Act (FERPA); Protection of Pupil Rights Amendment (PPRA); Health insurance Portability and Accountability Act of 1996 (HIPPA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; applicable federal, state and local regulations relating to confidentiality of student records; and any other federal and/or state law governing the privacy of personally identifiable information

48. **EMPLOYEE IDENTIFICATION AND ACCESS:** All employees **must** check in at the front office of each Member site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. Failure to follow the Members requirements while on premise may result with the employee being escorted off property.

UNIFORM INSTRUCTIONS TO OFFERORS

1. **Inquiries**

   A. **Duty to Examine** – It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal due date and time nor shall it give rise to any Contract claim.

   B. **Solicitation Contact Person** – Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.

   C. **Submission of Inquiries** – Questions or clarifications regarding this solicitation must be submitted in writing by the due date and time specified on the cover page. Inquiries can be emailed or submitted through the OpenGov Procurement online portal. Responses and amendments, if needed, will be issued by the end of the day following the question deadline. Offeror should not rely on oral responses from any 1GPA employee or lead agency representative. For further assistance, contact the person listed on the cover page of this solicitation.

   D. **Solicitation Amendments/Addenda** – The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Offerors adjusting their proposal based on oral instructions by any member of 1GPA or lead agency personnel.

   E. **Pre-Proposal Conference** – If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

   F. **Proposal Opening** – Proposals shall be electronically submitted via OpenGov Procurement prior to the specified due date and time. Proposals shall be opened immediately following the proposal due date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Proposals and evaluation document shall be open for public inspection.

   G. **Time Stamp** – Proposals will be time stamped when received by OpenGov Procurement. Proposals will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Proposal Due Date and Time to begin the uploading process and to finalize your submission.

   H. **Persons with Disabilities** – Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. **Proposal Preparation**

   A. **Forms** – A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

   B. **Typed or Ink Corrections** – The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under AAC R7-2-1030.

   C. **Signature(s) on Proposals** – The Proposal and Contract Acceptance document should be submitted with an original ink signature or electronic signature by the person authorized to sign the Proposal. Failure to sign the Proposal and Contract Acceptance document may result in rejection of the Proposal.

D. **Exceptions to Terms and Conditions** – All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Proposal may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Proposal. No exceptions included in the Proposal shall become part of the resulting Contract unless agreed and accepted in writing by 1GPA.

E. **Subcontracts** – Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.

F. **Cost of Proposal Preparation** – 1GPA will not reimburse any Offeror the cost of responding to a Solicitation.

G. **Solicitation Amendments/Addenda** – Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Proposal.

H. **Provision of Tax Identification Numbers** – Offerors are required to provide their Federal Tax Identification number, if applicable, in the space provided on the Proposal and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.

I. **Taxes**

1. **Federal Excise Tax** – Arizona School Districts/Public Entities are exempt from certain Federal Excise Tax on manufactured goods.
2. **Transaction Privilege Taxes** – Arizona School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.
3. **Property Taxes** – Arizona School Districts/Public Entities do not pay state property taxes.
4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.
5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.

All Other States – Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the Contractor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.

J. **Disclosure** – If the firm, business, or person submitting this Proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

K. **Solicitation Order of Precedence** – In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;

7. Special Instructions
8. Uniform Instructions to Offerors.

L. **Delivery** – Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. **Submission of Proposal**

A. **Proposal Submission** – Each Proposal shall be submitted electronically to OpenGov Procurement by the due date and time at https://procurement.opengov.com/portal/1gpa. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. 1GPA will not consider an offer submitted by any other method other than OpenGov Procurement.

B. **Proposal Amendment or Withdrawal** – An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time designated in the Solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under AAC R7-2-1044.

C. **Public Record/Confidentiality** – Under applicable law, all Proposals submitted and opened are public records and must be retained by 1GPA. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by 1GPA pursuant to AAC R7-2-1006.

If Offeror believes that its proposal contains trade secrets or other proprietary data not be disclosed as otherwise required by ARS § 39-121, a statement advising 1GPA of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. Requests to deem the entire Proposal as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

D. **Certification** – By signing the Proposal and Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal and that the offeror has taken steps and exercised due diligence to ensure that no violation of ARS § 15-213(O) has occurred; and

2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, ARS § 41-1461 through 1465; and

3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and

4. The 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 Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law; and

5. By submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency or

otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and

6. By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and

7. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act; and

8. The Offeror warrants that it and all proposed subcontracts are 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 ARS § 35-393 and Texas Gov't Code 2270.002; and

9. The Offeror warrants that it shall comply with the fingerprinting requirements, unless otherwise exempted, in accordance with ARS § 15-512; and

10. In accordance with ARS § 35-394, the Offeror is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors or suppliers thereof.

4. **Additional Information**

A. **Unit Price Prevails** – Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. **Taxes** – The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the most advantageous proposal.

C. **Late Proposals, Modifications or Withdrawals** – A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in AAC R7-2-1044.

D. **Disqualification** – The Proposal of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. **Proposal Acceptance Period** – An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).

F. **Payment** – Payments shall comply with the requirements of ARS Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

G. **Waiver and Rejection Rights** – Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:
   1. Waive any minor informality;
   2. Reject any and all Proposals or portions thereof; or
   3. Cancel the Solicitation.

5. **Award**

A. **Number or Types of Awards** – Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of its Members.

B. **Contract Inception** – A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by 1GPA and the Lead Agency with authorized signatures on the Proposal and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.

C. **Effective Date** – The effective date of this Contract shall be the date that 1GPA and the Lead Agency signs the Proposal and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule AAC R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the 1GPA/Lead Agency Representative, **Christy Knorr, President.**

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

B. The interested party shall supply any other information requested by the 1GPA/Lead Agency Representative within 10 days of the request.

C. The interested party may file a written request with the 1GPA/Lead Agency Representative for an extension of the time limit for providing additional information set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information with the 10 days. The 1GPA/Lead Agency Representative shall approve or deny the request in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for submission of the filing.

D. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.

E. In cases other than those covered in section D of the section, the interested party shall file the protest within 10 days after 1GPA/Lead Agency Representative makes the procurement file available for public inspection.

F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 1GPA/Lead Agency Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the 1GPA/Lead Agency Representative that resulted in the interested party being unable to file the protest within the 10 days. The representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM TERMS AND CONDITIONS

1. **Cooperative Purchasing**

   A. **Cooperative Purchasing** – This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.

   B. **Cooperative Purchasing Agreements** – Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.

   C. **Cooperative Purchasing Contracts** – Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

      Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

   D. **Non-Exclusive Contract** – Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.

   E. **Lead Agency** – A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this RFP is Mary C. O'Brien Accommodation School/Pinal County ESA.

2. **Contract Interpretation**

   A. **Application of Law** – The Arizona Procurement Code, Title 41, Chapter 23, applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (ARS) § 15-213, and its implementing rules, Arizona Administrative Code (AAC) Title 7, Chapter 2, Articles 10 and 11.

      For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the Contractor and member to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.

   B. **Implied Contract Terms** – Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

   C. **Relationship of Parties** – Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.

   D. **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.

   E. **No Parol Evidence** – This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

   F. **No Waiver** – Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

UNIFORM TERMS AND CONDITIONS

A. **Records** – Under ARS § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract.

B. **Audit** – At reasonable times during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

C. **Inspection and Testing** – The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.

D. **Notices** – Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Proposal and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

E. **Advertising and Promotion of Contract** – Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.

F. **Administration Fee** – 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the offeror's net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor's unit prices and is not to be charged directly to the customer in the form of a separate line item.

G. **Usage Reports** – The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.

H. **Submission of Usage Reports** – Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report via the 1GPA Vendor Portal.

I. **Unified Reporting Requirements** – Contractor shall consolidate and report all contract usage data under one comprehensive report for the entire contract, regardless of the number of divisions, branches, or distributors involved. Contractor is responsible for collecting and integrating data from all divisions, branches, or distributors to ensure complete and accurate reporting.
   1. This unified report shall encompass all transactions, activities, and usage metrics associated with this contract.
   2. Contractor warrants that all data reported is accurate, complete, and reflective of all contract usage for the reporting period. Any discrepancies or omissions identified by 1GPA must be promptly addressed and corrected by the Contractor within 30 days.
   3. 1GPA reserves the right to audit the Contractor's records to verify the accuracy and completeness of the reported contract usage. The Contractor shall provide access to all necessary records and cooperate fully with the audit process. Failure to comply with the unified reporting requirements outlined herein may result in penalties, including but not limited to termination of contract, as determined by 1GPA.

J. **Purchase Orders/Contracts** – All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation. 1GPA Contractors must verify the entity's membership status by cross-referencing the membership list before accepting Purchase Orders. If the entity is not on the membership list, the Contractor should prompt the entity to contact 1GPA for membership application and approval.

K. **Invoicing of Administration Fee** – Upon receipt of contractor's Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law. All administrative fees not paid when due shall bear interest at a rate of 1 1/2% per month until paid in full.

Administrative Fees shall be paid to "1GPA" and mailed to:
1910 W. Washington Street
Phoenix, AZ 85009

4. **Costs and Payments**

A. **Ordering Procedures** – Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at maiken@1gpa.org.

B. **Billings** – Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.

C. **Payment** – Payment terms are Net thirty (30) from receipt of Contractor's invoice. 1GPA members in states that have different payment terms, shall follow the laws of the State they reside.

D. **Progress Payments** – 1GPA will permit Members to make progress payments under the following conditions:
1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
2. Purchase order describes the amounts or percentages and the dates or frequency of payments
3. Payments are made in full compliance with Member's local governing entity rules

E. **Tax Indemnification** – Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the Member harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

F. **IRS W-9** – In order to receive payment under any resulting Contract, Contractor shall have a current IRS W-9 Form on file with each Member.

G. **Availability of Funds for the Next Fiscal Year** – Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. **Contract Changes**

A. **Amendments** – The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

B. **Subcontracts** – The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. **Assignment and Delegation** – Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.

D. **Novation** – If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

E. **Contract Placed on Hold** – 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

6. **Risk and Liability**

A. **Risk of Loss** – Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. **General Indemnification** – To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. **Indemnification - Patent and Copyright** – To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. **Force Majeure**

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*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; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals 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.

2. Force Majeure shall <u>not</u> include the following occurrences:
   a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
   b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, 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 when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

7. **Warranties**

A. **Liens** – The Contractor warrants that the materials supplied under this Contract are free of liens.

B. **Quality** – Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;
2. Fit for the intended purposes for which the materials or services are used;
3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
4. Adequately contained, packaged and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

C. **Fitness** – Contractor warrants that any material or service supplied to 1GPA or its Members shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. **Inspection/Testing** – The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the materials or services by 1GPA Members.

E. **Compliance with Applicable Laws** – The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

F. **Survival of Rights and Obligations after Contract Expiration or Termination**

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to ARS § 12-510, except as provided in ARS § 12-529, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in ARS Title 12, Chapter 5.

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **Contractual Remedies**

A. **Right to Assurance** – If 1GPA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. **Nonconforming Tender** – Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

C. **Right of Offset** – 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

A. **Cancellation for Conflict of Interest** – Pursuant to ARS § 38-511 and AAC R7-2-1087(F) 1GPA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of 1GPA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. **Personal Gifts or Benefits** – 1GPA may, by written notice, terminate the Contract, in whole or in part, if 1GPA determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee who supervised or

participated in the planning, recommending, selecting or contracting of the Contract, in accordance with ARS § 15-213(O) and AAC R7-2-1087(G).

C. **Gratuities** – 1GPA may, by written notice, terminate the Contract in whole or in part, if 1GPA determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of 1GPA for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including making of any determination or decision about contract performance in accordance with AAC R7-2-1087(H).

D. **Suspension or Debarment** – 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

E. **Termination for Convenience** – 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

F. **Cancellation for Non-Performance or Contractor Deficiency** – 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Providing work and/or material that was not awarded under the contract;
3. Failing to adequately perform the services set forth in the scope of work and specifications;
4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
6. Performing work or providing services under the contract prior to receiving a Member's purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

G. **Contractor Cancellation** – Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.

H. **Continuation of Performance through Termination** – The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

Contract claims and controversies under this Contract shall be resolved according to Arizona Department of Education School District Procurement Code Rule AAC R7-2-1155 through R7-2-1159.

Any dispute involving a 1GPA member and Vendor outside of Arizona shall be governed by the laws of the state of the 1GPA member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the 1GPA member.

11. **Federal and State Requirements**

A. **Compliance with Federal and State Requirements** – Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following, where applicable:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 CFR Parts 200 and 3474, and 34 CFR Parts 75-77 and 81 ("EDGAR"),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

B. **Offshore Performance** – Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

C. **Contractor's Employment Eligibility** – By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

E. **Fingerprint and Background Checks** – In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member.

F. **Terrorism Country Divestments** – Per ARS § 35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.

G. **Registered Sex Offender Restrictions** – For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

H. **Affordable Care Act** – Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Member as required by state or federal law.

I. **Boycott of Israel –** Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

J. **2 CFR Section 200 (EDGAR) –** When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200. All Vendors submitting proposals must complete the 2 CFR 200 Certification Form contained within this document.

K. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.

L. **Civil Rights Compliance** – In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

M. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least $1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

https://www.ethics.state.tx.us/filinginfo/1295/

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

Arizona:

Arizona Revised Statutes (ARS) is available at
http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp

The Arizona School District Procurement Rules in the Arizona Administrative Code (AAC) is available at
http://apps.azsos.gov/public_services/Title_07/7-02.pdf

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, visit the 1GPA website at
http://1gpa.org/state-statutes/

Local Governments website (USA.gov)
https://www.usa.gov/local-governments

Federal:

IRS W-9 form (Request for Taxpayer I.D. Number) is available at
http://www.irs.gov/pub/irs-pdf/fw9.pdf

Code of Federal Regulations, 2 CFR §§ 200.318-326
https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d

Education Department General Administrative Regulations (EDGAR)
https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html

DEFINITION OF TERMS

A complete list of definitions can be found in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

"Attachment" means any item the Solicitation requires the Offeror to submit as part of the Proposal.

"Contract" means the combination of the Solicitation, including the Special Instructions to Offerors, Special Terms and Conditions, and the Specifications and Statement or Scope of Work/Services; the Proposal and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

"*Contract Amendment*" means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the 1GPA.

"Cost" means the aggregate cost of all materials and services, including labor performed by force account.

"Days" means calendar days and shall be computed pursuant to ARS § 1-243.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

"Governing Body" means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

"*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

"Member" means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by 1GPA.

"Offer" means a response to a Solicitation.

"Offeror" means a person submitting a Proposal in response to a Request for Proposals

"Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

"Procurement Officer" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.

"Purchase Order or PO" means the agreed-upon purchase order or other form of binding contract document between the 1GPA member and the Vendor which is used in making a purchase under a 1GPA contract.

"Responsible Bidder or Offeror" means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

"Responsive Bidder or Offeror" means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.

"Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance but does not include employment agreements or collective bargaining agreements.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposal ("RFP"), or a Request for Qualification ("RFQ").

"Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

EXHIBIT A – OPENGOV SUBMITTAL INSTRUCTIONS

1GPA utilizes the OpenGov Procurement portal to accept electronic responses. For technical questions related to your submission, contact OpenGov Procurement by clicking on the blue chat button on the bottom right corner of the procurement portal or access the Help Center at https://opengov.my.site.com/support/s/

Upload your submission at https://procurement.opengov.com/portal/1gpa

Key Points:

- **Submission Deadline**: Upload, finalize, and submit your response before the Due Date and Time stated on the solicitation cover.
- **Recommendation**: Start the upload process at least one day before the Due Date.

Steps to Submit:

1. **Create an OpenGov Procurement Account:**
    - Register and select "Subscribe" to access documents and upload responses.
    - Click "Follow" on the project's main page for detailed updates. Check the site periodically for notices, amendments, and addenda.
2. **Prepare and Submit Your Materials:**
    - Click "Draft Response" to start. Note: "Proposal" is used universally and encompasses both proposals and bids.
    - Follow the steps listed on the left-hand side of the page. Complete all sections until you see a green checkmark.
    - Acceptable file formats: Microsoft Word, Excel, PDF, CSV, PNG, JPG.
    - Do not embed documents within files.
    - Click "Submit Proposal" to finalize. You'll receive an email confirmation upon submission.
    - Acknowledge solicitation amendments through the portal. If an amendment is issued post-submission, unsubmit, acknowledge the addendum, and resubmit your proposal.

Important Notes:

- Respondents are solely responsible for ensuring all uploaded files are uncorrupted and correctly placed. OpenGov does not verify the accuracy of uploaded documents. Failure to perform quality assurance may result in the proposal being deemed non-responsive if key data is omitted or inaccessible.
- Submitted information and documents are sealed and not visible to 1GPA until after the Due Date and Time.
- Large documents may take time to upload, depending on file size and internet speed.
- You can change your submission until the deadline by clicking "Unsubmit Proposal."

EXHIBIT B
TO
COOPERATIVE SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
DUNCOR, LLC
D/B/A
SUMMIT WEST SIGNS

[Quote or Work Order]

See following pages.

SummitWest Signs
4049 E. Presidio St., Suite 101, Mesa, AZ 85215

PROPOSAL

251335-04

Date: 02/06/2026
Expires:
Drawing Numbers:

Project: Fountain Hills Illuminated Street Signs
Fountain Hills, AZ

Client: Town of Fountain Hills
16705 E. Avenue of the Fountains
Fountain HIlls, AZ 85268

Contact: Justin Weldy 480-816-5133 jweldy@fountainhillsaz.gov

We are pleased to offer this proposal for the following services at the above location.

Project Description:	**Item Total:**
Illuminated Street Signs - Single Intersection - Estimated Dimensions are 23.5" x 96.75". Qty: (4) Illuminated Street Signs Face Replacement, two faces per sign cabinet. Initial Survey to confirm dimensions and inspect lighting. Fabricate and install replacement faces. Traffic Control included. After Hours Work.	$7,897.85
Additional Line Item for Retrofitting Fluorescent Lamps with New LED's, as needed. Pricing per cabinet.	$1,278.40

Permit Procurement, if needed, will be quoted separately.

Pricing Per 1GPA Contract #RFQ25-05P, "*Scoreboards, Signs and Related Products*"

Deposit Rate: 50%
Deposit: $4,588.13

Subtotal: **$9,176.25**

Total: **$9,176.25**

Notes: All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change. **Exclusions:** Sign permits, structural engineering, traffic control equipment and permit acquisition fees are not included in the above quotations and if required shall be invoiced on a time and material basis. Electrical services to the proposed sign(s), unless specifically quoted above, is assumed to be existing or provided by others. **Warranty:** 12 months against defective materials and 12 month unconditional guarantee on parts and labor. **Terms:** UNLESS OTHERWISE NOTED ABOVE: 50% non-refundable advanced deposit with balance due upon completion of project. Interest of 1.5% per month with an $18 minimum service charge may be charged on all accounts not paid in full within 30 days of invoice date. Quotes are valid for 60 days. Buyer is required to provide all necessary electrical circuits of suitable capacity and approved type to within 5 feet of sign location. If electric is not available at the time of installation, Buyer may be billed for additional service calls for final hook-up of sign. All signs are property of Summit West Signs (SWS) until paid in full, installed or not. Ownership of signage will not pass to the Buyer until all terms of contract have been met. In the event of default of any terms of this contract, Buyer authorizes Summit West Signs or its agents to enter property to remove and repossess signage. Buyer agrees to pay all costs and reasonable legal fees if the delinquent account is placed with an attorney or collection agency. Installations scheduled are pending accommodating weather conditions. Installations include 1 trip to the job site. Additional charges may apply for multiple site visits and unforeseen circumstances such as hard ground among others. SWS is not responsible for damage done to irrigation, utility or cable lines. Deposits are not refundable unless specifically agreed to in writing. Customer agrees to monthly progress billing on projects over $1000.00 that take longer than one month to complete.

Salesperson: Greg Chavez

Buyer_____Seller_____

SUMMITWEST SIGNS
4049 E. Presidio St., Suite 101, Mesa, AZ 85215

PROPOSAL

251335-04

Date: 02/06/2026
Expires:
Drawing Numbers:

Project: Fountain Hills Illuminated Street Signs
Fountain Hills, AZ

Client: Town of Fountain Hills
16705 E. Avenue of the Fountains
Fountain HIlls, AZ 85268

Contact: Justin Weldy 480-816-5133 jweldy@fountainhillsaz.gov

Salesperson: Greg Chavez

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____

TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 6/2/2026
Meeting Type: Town Council Regular and Special 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

None

TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date:	6/2/2026
Meeting Type:	Town Council Regular and Special Meeting
Submitting Department:	Administration / Finance
Prepared by:	Paul Soldinger, Chief Financial Officer
Staff Contact Information:	Phone: 480-816-5160 Email: psoldinger@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

PUBLIC HEARING, with CONSIDERATION AND POSSIBLE ACTION: Relating to Resolution 2026-11, approving the final budget for the Town of Fountain Hills for the fiscal year beginning July 1, 2026, and ending June 30, 2027; and Resolution 2026-15, establishing the FY2027 Budget Implementation Policy, Related Employment Files, and Comprehensive Fee Schedule.

Staff Summary (background)

1. FY2027 Final Budget

The Proposed Budget for fiscal year 2026-27 was presented to the Town Council and residents during the Budget Work Session on April 14, 2026. Following the Proposed Budget, the Town Council unanimously approved the FY2027 Tentative Budget on May 5, 2026, establishing the maximum expenditure amount for all funds at $50.3 million. Resolution 2026-11 adopts the Final Budget, with no changes from the Tentative Budget, for the fiscal year beginning July 1, 2026 and ending June 30, 2027.

2. Budget Implementation Policy, Related Employment Files and Comprehensive Fee Schedule

Resolution 2026-15 establishes budget polices and procedures governing the determination of budgeted expenditures for various Town departments and programs, supplementing the final budget Resolution 2026-11. This Resolution 2026-15, including organizational charts, pay plans, schedule of authorized positions, updated employee job descriptions, and the comprehensive fee schedule, provides for consistent and uniform administration of the adopted Town budget for fiscal year 2026-27.

Related Ordinance, Policy or Guiding Principle

1. FY2027 Final Budget: A.R.S. § 42-17104 & 42-17105

2. FY2027 Budget Implementation Policy, Related Employment Files and Comprehensive Fee Schedule: Town Code 3-1-1 & 3-3-5; Council-Adopted Financial Policies

Risk Analysis

If the FY2027 Final Budget, Budget Implementation Policy, and related employment files are not approved, the Town may not be compliant with Arizona budget laws, and may not be able to implement Council directed changes to the organizational structure and fees of the Town.

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

N/A

Staff Recommendation(s)

Staff recommends that Town Council: (a) approve Resolution 2026-11 for the FY2027 Final

Budget; (b) approve Resolution 2026-15 for the FY2027 Budget Implementation Policy, Related Employment Files, and Comprehensive Fee Schedule.

Suggested Motion

MOVE TO APPROVE Resolution 2026-11 for the fiscal year 2027 final budget, and Resolution 2026-15 for the fiscal year 2027 Budget Implementation Policy, Related Employment Files, and Comprehensive Fee Schedule

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FISCAL IMPACT

Fiscal Impact: N/A
Budget Reference: N/A
Funding Source: N/A

ATTACHMENTS

1. RESOLUTION 2026-11
2. RESOLUTION 2026-15
3. PRESENTATION

RESOLUTION NO. 2026-11

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, MARICOPA COUNTY, ARIZONA, APPROVING THE FINAL BUDGET FOR THE TOWN OF FOUNTAIN HILLS FOR THE FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Arizona Revised Statutes (the "Applicable Law"), the Mayor and Council of the Town of Fountain Hills (the "Town Council") did, on May 5, 2026, prepare (i) a full and complete statement of the Town's financial affairs for the preceding fiscal year, (ii) an estimate of the different amounts that will be required to meet the Town's public expense for the current fiscal year, including all of the items prescribed by Ariz. Rev. Stat. § 42-17102 and (iii) a summary schedule of estimated expenditures and revenues, which was prepared according to forms supplied by the Auditor General and entered in the Town Council's minutes; and

WHEREAS, in accordance with the Applicable Law, and following due public notice, the Town Council met on June 2, 2026, at which meeting any taxpayer was provided with the opportunity to appear and be heard in favor of or against any proposed expenditure or tax levy.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The statements and schedules attached hereto as Exhibit A and incorporated herein by reference, are hereby adopted as the budget of the Town of Fountain Hills, Arizona, for the fiscal year beginning July 1, 2026 and ending June 30, 2027.

SECTION 3. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, this 2nd day of June, 2026.

FOR THE TOWN OF FOUNTAIN HILLS:

Mayor

ATTESTED TO:

Town Clerk

REVIEWED BY:

Town Manager

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A
TO
RESOLUTION NO. 2026-11

[Budget Statements and Schedules]
See following pages

Official Budget Forms

Town of Fountain Hills

Fiscal year 2027

Town of Fountain Hills

Table of Contents

Fiscal year 2027

Schedule A—Summary Schedule of estimated revenues and expenditures/expenses

Schedule B—Tax levy and tax rate information

Schedule C—Revenues other than property taxes

Schedule D—Other financing sources/(uses) and interfund transfers

Schedule E—Expenditures/expenses by fund

Schedule F—Expenditures/expenses by department (as applicable)

Schedule G—Full-time employees and personnel compensation

Town of Fountain Hills
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2027

Fiscal year		Sch		Funds							
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
2026	Adopted/adjusted budgeted expenditures/expenses*	E	1	26,029,061	13,677,949	1,060	12,159,228	0	0	1,529,100	53,396,398
2026	Actual expenditures/expenses**	E	2	23,434,444	8,886,607	10	8,064,801	0	0	1,074,280	41,460,142
2027	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	15,000,000	8,315,480	41,198	10,616,273	0	0	11,856,430	45,829,381
2027	Primary property tax levy	B	4	0	0	0	0		0	0	0
2027	Secondary property tax levy	B	5	0	0	0	0		0	0	0
2027	Estimated revenues other than property taxes	C	6	26,800,894	7,267,000	817	3,691,977	0	0	716,915	38,477,603
2027	Other financing sources	D	7	0	0	0	0	0	0	0	0
2027	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2027	Interfund transfers in	D	9	35,000	150,000	0	3,300,000	0	0	0	3,485,000
2027	Interfund Transfers (out)	D	10	0	185,000	0	1,900,000	0	0	1,400,000	3,485,000
2027	Line 11: Reduction for fund balance reserved for future budget year expenditures		11								
	Maintained for future debt retirement					41,155					41,155
	Maintained for future capital projects			4,283,134			4,696,250			6,700,000	15,679,384
	Maintained for future financial stability			10,751,866							10,751,866
	Maintained for future streets projects				4,306,170						4,306,170
	Maintained for future vehicle, facilities and technology replacement									3,243,345	3,243,345
2027	Total financial resources available		12	26,800,894	11,241,310	860	11,012,000	0	0	1,230,000	50,285,064
2027	Budgeted expenditures/expenses	E	13	26,800,894	11,241,310	860	11,012,000	0	0	1,230,000	50,285,064

	Expenditure limitation comparison	2026	2027
1	Budgeted expenditures/expenses	$ 53,396,398	$ 50,285,064
2	Add/subtract: estimated net reconciling items	(82,309)	(82,845)
3	Budgeted expenditures/expenses adjusted for reconciling items	53,314,089	50,202,219
4	Less: estimated exclusions	16,732,213	12,024,151
5	Amount subject to the expenditure limitation	$ 36,581,876	$ 38,178,068
6	EEC expenditure limitation or voter-approved alternative expenditure limitation	$ 36,581,877	$ 38,178,069

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

Town of Fountain Hills
Tax levy and tax rate information
Fiscal year 2027

	2026	2027
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$	$
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$	$
Property tax judgment		
B. Secondary property taxes		
Property tax judgment		
C. Total property tax levy amounts	$	$
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$	
(2) Prior years' levies		
(3) Total primary property taxes	$	
B. Secondary property taxes		
(1) **Current** year's levy	$	
(2) Prior years' levies		
(3) Total secondary property taxes	$	
C. Total property taxes collected	$	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate		
Property tax judgment		
(2) Secondary property tax rate		
Property tax judgment		
(3) Total city/town tax rate		

B. Special assessment district tax rates

Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating one (1) special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

Town of Fountain Hills
Revenues other than property taxes
Fiscal Year 2027

Source of revenues	Estimated revenues 2026	Actual revenues* 2026	Estimated revenues 2027
General Fund			
Local taxes			
Local Sales Tax	$ 14,962,027	$ 17,232,975	$ 15,268,851
Franchise Tax	350,000	312,482	325,000
Licenses and permits			
Business License Fees	114,094	102,214	110,000
Residential Rental License	28,523	34,000	35,000
Liquor License Fees	2,000	4,266	2,000
Building Permit Fees	450,000	478,956	450,000
Sign Permits	3,350	3,166	3,350
Landscape Permit Fees	3,780	2,066	3,780
Subdivision Fees	40,000	22,668	40,000
Special Event Permits	18,100	39,563	30,000
Engineering Fees	5,900	9,104	10,000
Encroachment Fees	100,000	37,113	50,000
Variances	5,000	11,744	5,000
Inspection Fees	35,000	38,321	45,000
Planning & Zoning Fees	20,060	15,076	20,060
Plan Review Fees	50,000	31,240	50,000
Intergovernmental			
State Sales Tax	3,639,515	3,565,712	3,562,041
Fire Insurance Premium Tax	75,000	550,000	330,000
Shared Income Tax	4,698,139	4,617,595	4,987,436
Charges for services			
Parks & Rec User Fees	260,000	338,624	275,000
Leases & Rents	379,914	406,905	387,455
Fines and forfeits			
Court Fines	210,000	359,303	300,000
Interest on investments			
Interest on Investments	348,507	476,573	294,941
In-lieu property taxes			
Contributions			
Voluntary contributions	60,000	38,184	60,000
Miscellaneous			
Miscellaneous	192,980	146,850	155,980
Total General Fund	$ 26,051,889	$ 28,874,701	$ 26,800,894

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Fountain Hills
Revenues other than property taxes
Fiscal Year 2027

Source of revenues	Estimated revenues 2026	Actual revenues* 2026	Estimated revenues 2027
Special revenue funds			
Highway User Revenue Fund			
Highway User Tax	1,890,627	$ 1,713,607	$ 1,810,740
Vehicle License Tax	1,277,830	1,252,219	1,280,205
Local Sales Tax	1,242,326	1,424,328	1,279,231
In-Lieu Fees	100,000		10,000
Recycle Proceeds	1,000	1,624	1,000
Interest	191,193	339,725	105,205
Miscellaneous	30,000	16,865	30,000
	$ 4,732,976	$ 4,748,368	$ 4,516,381
Downtown Strategy Fund			
Local Sales Tax	124,233	$ 142,432	$ 127,923
Interest	13,830	22,054	14,168
	$ 138,063	$ 164,487	$ 142,091
Economic Development Fund			
Local Sales Tax	496,930	$ 569,731	$ 511,692
Miscellaneous		1,646	
Interest	10,766	27,416	13,350
	$ 507,696	$ 598,793	$ 525,042
Tourism Fund			
Grants	150,000	$ 126,624	$ 150,000
Interest	3,000	7,194	3,126
	$ 153,000	$ 133,818	$ 153,126
Special Revenue Fund - Grants			
Intergovernmental-State	$ 1,690,000	$ 250,253	$ 1,750,000
Intergovernmental-Federal	3,000,000		
Other		113,892	5,660
	$ 4,690,000	$ 364,145	$ 1,755,660
Public Art			
In-Lieu Fees	$ 100,000	$ 24,263	$ 100,000
Other		15,000	
Interest	820	1,632	1,289
	$ 100,820	$ 40,895	$ 101,289
Court Enhancement Fund			
Court Enhancement/JCEF Revenue	$ 33,000	$ 66,018	$ 52,000
Interest	8,789	10,343	8,641
	$ 41,789	$ 76,361	$ 60,641
Cottonwoods Maintenance District			
Assessments	$ 11,606	$ 10,448	$ 12,342
Interest Income	400	773	428
	$ 12,006	$ 11,221	$ 12,770
Total special revenue funds	$ 10,376,350	$ 6,138,087	$ 7,267,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Fountain Hills
Revenues other than property taxes
Fiscal Year 2027

Source of revenues	Estimated revenues 2026	Actual revenues* 2026	Estimated revenues 2027
Debt service funds			
General Obligation Debt Service			
Interest Income	$ 500	$ 990	$ 566
	$ 500	$ 990	$ 566
Eagle Mountain CFD			
Assessments	$	$	$
Interest Income			
	$	$	$
Municipal Property Corp			
Interest Income	$ 200	$ 483	$ 251
	$ 200	$ 483	$ 251
Total debt service funds	$ 700	$ 1,473	$ 817
Capital projects funds			
Capital Projects Fund			
Local Sales Tax	$ 1,188,207	$ 1,283,288	$ 1,361,152
Grants	2,190,750	1,750,000	1,131,250
Interest	170,000	335,158	175,666
	$ 3,548,957	$ 3,368,446	$ 2,668,068
Fire Development Fee Fund			
Development Fees	$ 17,228	$ 11,281	$ 164,445
Interest Income	4,102	7,439	4,173
	$ 21,330	$ 18,721	$ 168,618
Streets Development Fee Fund			
Development Fees	$ 266,141	$ 183,110	$ 380,179
Interest Income	15,227	34,705	
	$ 281,368	$ 217,815	$ 380,179
Parks & Recreation Development Fee Fund			
Development Fees	$ 224,096	$ 134,637	$ 448,240
Interest Income	13,632	17,812	26,872
	$ 237,728	$ 152,449	$ 475,112
Total capital projects funds	$ 4,089,383	$ 3,757,430	$ 3,691,977

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Fountain Hills
Revenues other than property taxes
Fiscal Year 2027

Source of revenues	Estimated revenues 2026	Actual revenues* 2026	Estimated revenues 2027
Permanent funds			
N/A	$	$	$
	$	$	$
Total permanent funds	$	$	$
Enterprise funds			
N/A	$	$	$
	$	$	$
Total enterprise funds	$	$	$

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Fountain Hills
Revenues other than property taxes
Fiscal Year 2027

Source of revenues	Estimated revenues 2026	Actual revenues* 2026	Estimated revenues 2027
Internal service funds			
Facilities Reserve Fund			
Interest Income	140,000	331,796	144,302
	$ 140,000	$ 331,796	$ 144,302
Technology Replacement Fund			
Internal Service Charges	$ 65,511	$ 65,508	$ 65,511
Interest Income		7,605	
	$ 65,511	$ 65,508	$ 65,511
Vehicle Replacement Fund			
Vehicle Replacement Charges	$ 368,337	$ 379,472	$ 458,050
Interest Income	49,052	111,223	49,052
	$ 417,389	$ 490,695	$ 507,102
Total internal service funds	$ 622,900	$ 887,999	$ 716,915
Total all funds	$ 41,141,222	$ 39,659,690	$ 38,477,603

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Fountain Hills
Other financing sources/(uses) and interfund transfers
Fiscal year 2027

Fund	Other financing 2027 Sources	Other financing 2027 (Uses)	Interfund transfers 2027 In	Interfund transfers 2027 (Out)
General Fund				
General Fund	$	$	$ 35,000	$
Total General Fund	$	$	$ 35,000	$
Special revenue funds				
Streets Fund	$	$	$	
Court Enhancement Fund				35,000
Downtown Strategy Fund				
Economic Dev Fund				150,000
Tourism Fund			150,000	
Total special revenue funds	$	$	$ 150,000	$ 185,000
Debt service funds				
N/A	$	$	$	$
Total debt service funds	$	$	$	$
Capital projects funds				
Capital Projects Fund	$	$	$ 3,300,000	
Parks & Rec Development Fee Fund				1,600,000
Streets Development Fee Fund				300,000
Total capital projects funds	$	$	$ 3,300,000	$ 1,900,000
Permanent funds				
N/A	$	$	$	$
Total permanent funds	$	$	$	$
Enterprise funds				
N/A	$	$	$	$
Total enterprise funds	$	$	$	$
Internal service funds				
Facilities Reserve Fund	$	$	$	$ 1,400,000
Technology Replacement Fund				
Vehicle Replacement Fund				
Total Internal Service Funds	$	$	$	$ 1,400,000
Total all funds	$	$	$ 3,485,000	$ 3,485,000

Town of Fountain Hills
Expenditures/expenses by fund
Fiscal year 2027

Fund/Department	Adopted budgeted expenditures/ expenses 2026	Expenditure/ expense adjustments approved 2026	Actual expenditures/ expenses* 2026	Budgeted expenditures/ expenses 2027
General Fund				
Mayor & Town Council	$ 73,455	$	59,321	$ 80,442
Administration	3,252,618		3,071,511	3,459,977
General Government	1,899,944	(75,473)	752,453	1,745,819
Municipal Court	548,969		525,869	574,919
Public Works	2,488,886	100,000	2,091,724	2,516,325
Development Services	1,532,513	(100,000)	1,328,554	1,568,863
Community Services	4,427,565	52,995	4,015,101	4,580,916
Fire & Emergency Medical	5,966,584		5,776,771	6,477,777
Law Enforcement	5,861,005		5,813,140	5,795,856
Total General Fund	$ 26,051,539	$ (22,478)	$ 23,434,444	$ 26,800,894
Special revenue funds				
Streets Fund	$ 7,244,627	$ 1,150,000	7,555,164	8,269,842
Downtown Strategy Fund	165,200	15,000	135,703	240,200
Economic Development Fund	471,378		448,588	503,234
Tourism Fund	333,425		328,575	325,756
Special Revenue Fund	4,690,000	(525,000)	333,410	1,755,660
Public Art Fund	40,214		47,611	42,777
Court Enhancement Fund	77,500		29,645	87,500
Cottonwoods Maint District	15,605		7,911	16,341
Total special revenue funds	$ 13,037,949	$ 640,000	$ 8,886,607	$ 11,241,310
Debt service funds				
General Obligation Bonds	$ 350	$		350
Eagle Mountain CFD	200			
Municipal Property Corp	510		10	510
Total debt service funds	$ 1,060	$	$ 10	$ 860
Capital projects funds				
Capital Projects	$ 12,712,800	$ (625,000)	8,057,323	11,000,000
Fire/Emergency Dev Fee	1,964	2,491	2,491	4,000
Streets Dev Fee	31,146	2,496	2,496	4,000
Park/Rec Dev Fee	30,840	2,491	2,491	4,000
Total capital projects funds	$ 12,776,750	$ (617,522)	$ 8,064,801	$ 11,012,000
Permanent funds				
N/A	$	$	$	$
Total permanent funds	$	$	$	$
Enterprise funds				
N/A	$	$	$	$
Total enterprise funds	$	$	$	$
Internal service funds				
Facilities Reserve Fund	$ 1,000,000	$	701,840	600,000
Technology Replacement Fund	50,000		43,947	50,000
Vehicle Replacement Fund	479,100		328,493	580,000
Total internal service funds	$ 1,529,100	$	1,074,280	1,230,000
Total all funds	$ 53,396,398	$	$ 41,460,142	$ 50,285,064

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Fountain Hills
Expenditures/expenses by department
Fiscal year 2027

Department/Fund	Adopted budgeted expenditures/ expenses 2026	Expenditure/ expense adjustments approved 2026	Actual expenditures/ expenses* 2026	Budgeted expenditures/ expenses 2027
Mayor & Council				
General Fund	$ 73,455	$	$ 59,321	$ 80,442
Department total	$ 73,455	$	$ 59,321	$ 80,442
Administration				
General Fund	$ 3,252,618	$	3,071,511	3,459,977
Downtown Strategy Fund	165,200		135,703	240,200
Economic Development Fund	471,378		448,588	503,234
Tourism Fund	333,425		328,575	325,756
Special Revenue Fund	4,690,000		30,636	1,750,000
General Obligation Debt	350			350
Eagle Mountain CFD	200			
Municipal Property Corp	510		10	510
Cottonwoods Maint District	15,605		7,911	16,341
Capital Projects	1,167,800		543,741	3,700,000
Department total	$ 10,097,086	$	$ 4,566,676	$ 9,996,368
General Government				
General Fund	$ 1,899,944	$	752,453	1,745,819
Technology Replacement	50,000		43,947	50,000
Vehicle Replacement	415,000		271,165	465,000
Department total	$ 2,364,944	$	$ 1,067,565	$ 2,260,819
Municipal Court				
General Fund	$ 548,969	$	$ 525,869	$ 574,919
Court Enhancement Fund	77,500		29,645	87,500
Department total	$ 626,469	$	$ 555,513	$ 662,419
Public Works				
General Fund	$ 2,488,886	$	2,091,724	2,516,325
Streets Fund	7,244,627		7,555,164	8,269,842
Special Revenue Fund			900	
Capital Projects	9,950,000		6,636,331	3,100,000
Facilities Reserve Fund	1,000,000		701,840	600,000
Vehicle Replacement	64,100		57,328	115,000
Streets Development Fees	31,146		2,496	4,000
Department total	$ 20,747,613	$	$ 17,045,783	$ 14,605,167
Development Services				
General Fund	$ 1,532,513	$	$ 1,328,554	$ 1,568,863
Department total	$ 1,532,513	$	$ 1,328,554	$ 1,568,863
Community Services				
General Fund	$ 4,427,565	$	4,015,101	4,580,916
Special Revenue Fund			301,874	5,660
Public Art Fund	40,214		47,611	42,777
Capital Projects	1,595,000		877,250	4,200,000
Parks/Rec Development Fees	30,840		2,491	4,000
Department total	$ 6,093,619	$	$ 5,244,327	$ 8,833,353
Fire & Emergency Medical				
General Fund	$ 5,966,584	$	$ 5,776,771	$ 6,477,777
Fire/EMS Development Fees	1,964		2,491	4,000
Department total	$ 5,966,584	$	$ 5,779,262	$ 6,481,777
Law Enforcement				
General Fund	$ 5,861,005	$	$ 5,813,140	$ 5,795,856
Department total	$ 5,861,005	$	$ 5,813,140	$ 5,795,856

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Fountain Hills
Full-time employees and personnel compensation
Fiscal year 2027

Fund	Full-time equivalent (FTE) 2027	Employee salaries and hourly costs 2027	Retirement costs 2027	Healthcare costs 2027	Other benefit costs 2027	Total estimated personnel compensation 2027
General Fund	106.75	9,925,941	1,019,460	1,106,489	569,025	12,620,915
Special revenue funds						
Streets Fund	7.05	575,022	65,473	94,959	57,211	792,665
Economic Development Fund	2.00	256,060	28,348	18,666	8,017	311,091
Total special revenue funds	9.05	$ 831,082	$ 93,821	$ 113,625	$ 65,228	$ 1,103,756
Debt service funds						
		$	$	$	$	$
Total debt service funds		$	$	$	$	$
Capital projects funds						
		$	$	$	$	$
Total capital projects funds		$	$	$	$	$
Permanent funds						
		$	$	$	$	$
Total permanent funds		$	$	$	$	$
Enterprise funds						
		$	$	$	$	$
Total enterprise funds		$	$	$	$	$
Internal service funds						
		$	$	$	$	$
Total internal service fund		$	$	$	$	$
Total all funds	115.80	$ 10,757,023	$ 1,113,281	$ 1,220,114	$ 634,253	$ 13,724,671

RESOLUTION NO. 2026-15

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, MARICOPA COUNTY, ARIZONA, ADOPTING AND ESTABLISHING THE 2026-27 BUDGET IMPLEMENTATION POLICY AND APPROVING THE TOWN ORGANIZATION CHARTS, THE 2026-27 PAY PLANS, THE SCHEDULE OF AUTHORIZED POSITIONS, THE EMPLOYEE JOB DESCRIPTIONS, AND THE 2026-27 COMPREHENSIVE FEE SCHEDULE

WHEREAS, the Mayor and Council of the Town of Fountain Hills (the "Town Council"), pursuant to Ariz. Rev. Stat. § 9-240 (B)(2), is vested with the power to determine the budgets of all Town departments; and

WHEREAS, the Town Council, in order to provide for consistent and uniform administration of the Town's monies and to maximize savings of monies by monitoring expenditures, has determined it necessary to adopt a budget implementation policy for the fiscal year 2026-27 Town Budget (the "2026-27 Budget Implementation Policy") governing the expenditures within the fiscal year 2026-27 Town of Fountain Hills budget; and

WHEREAS, pursuant to Subsection 3-1-1(H)(3) of the Town Code, the Town Council must approve the organization charts and job descriptions for employees of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Town Council hereby adopts the 2026-27 Budget Implementation Policy substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Town Council hereby approves and authorizes (i) the Town of Fountain Hills Organization Charts, (ii) the 2026-27 Pay Plans, (iii) the Schedule of Authorized Positions and (iv) the Employee Job Descriptions, all in substantially the form and substance attached hereto as Exhibit B and incorporated herein by reference.

SECTION 4. The Town Council hereby approves the 2026-27 Comprehensive Fee Schedule, effective July 1, 2026, in the form attached hereto as Exhibit C and incorporated herein by reference.

SECTION 5. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, this 2nd day of June, 2026.

FOR THE TOWN OF FOUNTAIN HILLS:

Mayor

ATTESTED TO:

Town Clerk

REVIEWED BY:

Town Manager

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A
TO
RESOLUTION NO. 2026-15

[2026-27 Budget Implementation Policy]
See following pages

TOWN OF FOUNTAIN HILLS

2026-27 BUDGET IMPLEMENTATION POLICY

1. Definitions. The following definitions shall apply for purposes of this policy.

   A. "Budget Unit" is a Town department as designated on the Town's organization chart, including the Town Municipal Court.

   B. "Capital Expenditures" are those capital expenditures exceeding $50,000 that require the approval of the Town Manager and Town Council within the Capital Improvement Plan.

   C. "Contingency" is a budget appropriation used for unforeseen, emergency, or critical needs when current budget appropriations are inadequate and revenues are adequate to support.

   D. "Fund(s)" is a fiscal and accounting mechanism with a self-balancing set of accounts to record the receipt, use, and/or transfer of financial resources.

2. Transfer of budget authority.

   A. Transfers within a Fund. After adoption of the fiscal budget by the Town Council, any Budget Unit may reprogram budget authority within the Budget Unit's line items. Budget Units will be controlled by bottom line total only. Transfers between General Fund Budget Units are allowed with the approval of the Department Director, Chief Financial Officer, and Town Manager. Transfers of Contingency from the General Government Department more than the Town Manager's purchasing authority must also be approved by the Town Council according to Section 10. A report on each transfer will be approved by the Department Director and submitted to the Finance Division through the financial accounting system for processing.

   B. Transfers between Funds. After adoption of the fiscal budget by the Town Council, any transfer of budget authority between Funds will require approval from the Town Council according to the standards set forth in ARS §42-17106.

   C. Reprogramming of Payroll Expenses. No budget authority may be reprogrammed to or from the "payroll expenses" section (5000 series Object Codes) of the Budget Unit's adopted budget without consultation with, and approval by, the Town Manager. The requesting Department Director must submit a memorandum and any necessary supporting documentation to the Town Manager, and the Town Manager will notify the Finance Division of approved transfers of budget authority to or from the "payroll expenses" section of the budget.

D. Reprogramming of Capital Expenditures. No budget authority may be reprogrammed to or from the "capital expenditures" section (8000 series Object Codes) of the Budget Unit's adopted budget without consultation with, and approval by, the Town Manager and the Town Council. The requesting Department Director must submit a memorandum and any necessary supporting documentation to the Town Manager. If approved by the Town Council, the Town Manager will notify the Finance Division of the reprogrammed budget authority.

E. Carryover Appropriations. The Finance Division may approve appropriation transfers for carried-over operating/capital items (i.e., IT infrastructure, equipment, vehicles and facility improvements) if the Town Council previously appropriated the operating/capital item in a prior fiscal year. All carryover appropriation transfers must be submitted to the Town Council for approval, and all carryover appropriation transfers shall be reflected in the appropriate budget reports.

3. Expenditure Restrictions.

A. Budget Hold for Prior Exceedance. Any General Fund Budget Unit that exceeded its budget in the prior fiscal year may be subject to immediate budget hold status in the current fiscal year. However, if a Budget Unit exceeded its budget in the prior fiscal year due to a one-time emergency purchase, and proof of such an emergency (in a form acceptable to the Town Manager) can be shown, the budget hold status will be removed.

B. Remedies for Budget Exceedance. Once a Budget Unit has exceeded its budget, the Finance Division shall notify the Budget Unit, in writing, that the budget has been exceeded. The Budget Unit must then consult and reach an agreement with the Finance Division and the Town Manager regarding the remedies available to either restore spending to a level approved of in the budget for the balance of the fiscal year or to request additional budget authority as set forth in Subsection 3(C) below.

C. Requests for Additional Budget Authority. When additional budget authority is requested, the Finance Division and Town Manager must concur before the Budget Unit may use the additional budget authority. If the additional budget authority requires a transfer between Funds, the recommendation shall be forwarded to the Town Council for approval. Any Budget Unit that has exceeded its budget shall submit an expenditure reduction program to the Town Manager through the Finance Division as part of any request for additional budget authority. The expenditure reduction program shall include, but not be limited to, consideration of reductions in force of budgeted and authorized positions, termination of all travel expenditures, suspension or termination of contracts and such other expenditure reductions as the Budget Unit deems appropriate.

4. Fund Balance. All budget considerations, including use of existing budget authority, shall adhere to the Town of Fountain Hills Financial Policies, Amended and Restated May 5, 2020, or the most recent version of later-adopted editions of such financial policies.

5. Fiscal Priorities. The 2026-27 budget is intended to implement the Town Council's top fiscal priorities. The Council has provided directions to staff at various public meetings and workshops throughout the budget process before the adoption of the tentative and final budgets for the upcoming year.

6. Positions.

A. General Provisions.

(1) Section 3-1-1 of the Town Code states that the Town Manager shall be the administrative officer of the Town government and may appoint and, when necessary, suspend or remove all employees of the Town, except those officers appointed by the Town Council. All appointments and removals shall be based upon merit and upon the qualifications and disqualifications of such an employee without regard to any political belief or affiliation; prior to any creation, combination, consolidation or deletion of any positions of employment, written job descriptions or amendments thereto shall have been approved by the Town Council.

(2) All requests for new positions or reclassification of existing positions, regardless of the funding source, must be approved by the Town Council. Reclassification of existing positions (filled and vacant) should include justification of why budget savings, including savings from deleted positions, should be used to create new positions and how the position will align/impact Town strategic priorities and departmental goals. Departments must submit their requests to the Administrative Services division, and Administrative Services will review job description and salary information prior to forwarding information to the Town Manager. The Town Manager will review and make a recommendation to the Town Council to either approve or deny the request.

(3) Intergovernmental agreements, grants, or other agreements that require/authorize additional positions must be approved by the Town Council. The position and the budgetary impact must be fully disclosed to Administrative Services and the Finance Division, which shall be responsible for analyzing the input and presenting such analysis to the Town Council in conjunction with any request for approval as part of an intergovernmental agreement, grant, or other agreement.

(4) All authorized positions must be fully funded by the General Fund, a Special Revenue Fund, or a grant. If a position becomes unfunded or under-funded by its original funding source, it must be fully funded immediately from other sources or eliminated. An under-funded position is a position for which a department/funding source has only 1% to 99% of the funding required to support it on an annualized basis. If eliminating unfunded or under-funded positions results in a Reduction in Force, the Administrative Services Director shall prepare a layoff plan for approval by the Town Manager.

B. Fiscal Year 2026-27 Authorized Positions. The following lists position revisions:

Salary and/or Job Description Reclassifications:

- Executive Assistant to the Town Manager and Town Council / Deputy Town Clerk to Executive Assistant to the Town Manager and Town Council.
- GIS Technician/CAD Operator to GIS Specialist/CAD Operator
- Community Services Executive Assistant to Community Services Administrative Assistant

Added Positions:

- 0 full-time equivalent (FTE) (No FTE change) - Firefighter Recruit at an hourly salary range of $25.95 - $29.06
- 0 full-time equivalent (FTE) (No FTE change) – 3 Battalion Safety Officers from existing Firefighters at an hourly salary range of $32.73 - $46.80
- 1.0 FTE Firefighter at an hourly salary range of $22.06 - $31.55
- 0.5 FTE Groundskeeper I at an hourly salary range of $22.94 - $32.80
- 1.0 FTE Deputy Town Clerk at an annual salary range of $92,861 - $132,791

Other Changes:

- Minor edits to several job descriptions
- Chief Technology Administrator re-range

The Schedule of Authorized Positions, Pay Plan, organization charts and updated job descriptions are attached as Exhibit B to the Town Council Resolution that adopts this Policy (Resolution 2026-15).

7. Hiring Freeze. There is no hiring freeze in effect for FY 2026-27, and positions that become vacant may be filled if the Town Manager determines that it is in the best interests of the Town to do so.

8. Salary Adjustment. Salary Adjustments will be effective beginning with the first full pay period after July 1, 2026, as follows:

A. Individual Salaries. All Town of Fountain Hills employees, except those with individual employment contracts, shall receive a 3.8% increase beginning with the first full pay period after July 1, 2026. In the case of individual employment contracts, the terms of the contract will be administered.

B. Pay Ranges. The pay ranges for all exempt & non-exempt employees are increased by 3.8% effective with the first full pay period after July 1, 2026.

C. Reconciliation to New Pay Ranges. After the adjustments made in accordance with Subsection 8(A) and (B) above, any employees with salaries not meeting the minimum range shall be increased to the lowest pay in their newly adjusted pay ranges, except for those employees with individual employment contracts. In the case of employees with individual employment contracts, the terms of the contract will be administered.

9. Comprehensive Fee Schedule. The Comprehensive Fee Schedule is included as Exhibit C to the Town Council Resolution that adopts this Policy (Resolution 2026-15) and authorizes the fees for fiscal year 2026-27. In addition, the Community Services Department charges fees for classes and recreational activities that are not listed in the Fee Schedule. Those fees are established by the Community Services Director and are based on instructor cost, class size, program materials needed, and other related costs.

10. Contingency Appropriation. The purpose of a Contingency appropriation is to maintain a reserve of budget authority from which specific amounts can be transferred after adoption of the annual budget to cover unforeseen, emergency, or critical needs if there are sufficient revenues to do so. Contingency appropriations will be established within the General Government Department for general purposes or in other Funds reserved for specific issues. All requests for the use of the General Government Contingency must be submitted to the Town Manager for review. If the Contingency expenditure exceeds the Town Manager's purchasing authority, the Town Council must approve the transfer from Contingency appropriations.

11. Budget Adoption. This budget is being adopted by the Town Council at the Fund level. The department level budget detail that is contained within the financial system is designed and used wholly as a management tool for the individual departments.

12. Recurring Goods and Services. The Town Council approves certain recurring materials or services in review of the budget each year in accordance with Town Code 3-3-5, which allows the Town Manager to approve contracts for those materials and services without further Council approval. Accordingly, the Town Council approved the specific following recurring materials and services within the fiscal year 2026-27 budget:

General Fund - Multiple Departments

- Environmental Program Services - Public Works Department
  - Wash & Dam Maintenance - $450,000
  - Street Sweeping - $135,920
  - Municipal Separate Storm Sewer System (MS4) Professional Fees - $103,000
- Landscaping Services for Parks and Facilities - Community Services and Public Works Departments - $363,439

Streets Fund - Public Works Department

- Pavement Management Program - $6,000,000
- Other Streets Maintenance and Repairs (including road striping, signage and concrete repairs) - $320,910
- Traffic signals - $80,000
- Landscaping Services for Street Medians and Rights of Way - $346,619

13. Vehicles/Equipment and Capital Projects. The Town Council approves budget authority to purchase vehicles/equipment and to complete capital projects as part of the fiscal year 2026-27 budget. Town Council approvals of budgeted capital projects are recorded as either "Green Light" or "Yellow Light" projects during the budget process. All Council-approved projects categorized as "Green Light" projects during final budget adoption within the Capital Improvement Plan will be fully authorized by Council to move forward to completion in accordance with Section 3-3-7 of Town Code, including vendor contracts and project expenditures. Town staff will seek subsequent Council approval only for substantial modifications to project scope or cost. For this fiscal year 2026-27 Budget Implementation Policy, "…substantial modifications to project scope or cost…" is defined as any increase higher than the Town Manager's purchasing authority. Further, Council approval of "Yellow Light" projects includes approval of budget authority for each project and requires Town staff to obtain Council approval for vendor contracts, as applicable, and project costs in accordance with Section 3-3-7 of Town Code. During the fiscal year, requests for vehicles/equipment and capital expenditures are subject to the conditions below.

A. Requests between $10,001 and $50,000. Vehicle/equipment requests and capital expenditure requests (8000 series Object Codes) must be approved by the Chief Financial Officer and the Town Manager. Approval is required when using existing budget authority or requesting additional budget authority. Requests shall be made in writing to the Chief Financial Officer and the Town Manager. The Town Manager shall either approve, deny or refer the item to the Town Council.

B. Requests over $50,000. All additional budget authority requests for vehicles/equipment and capital expenditure that exceed $50,000, regardless of the funding source, must be submitted to the Finance Division and Town Manager for review. If the Town Manager recommends the request, it will

be submitted to the Town Council for approval.

The Town Council designated the following capital projects as "Green Light" in the fiscal year 2026-27 final budget:

Community Services Department

- Skyview Park (Final Construction) - $1,400,000
- Fountain Park Lake Liner (Design) - $1,000,000
- Sierra Madre Park (Design) - $600,000
- Fountain Park Bollard Light Replacement - $300,000
- Desert Vista Pump House (Multi-Year 2 of 2) - $300,000
- Four Peaks Electrical Building (Multi-Year 2 of 2) - $200,000
- Fountain Park Ramadas (Multi-Year 2 of 2) - $200,000
- Fountain Park Turf Reduction, Grade and Drainage - $75,000
- Golden Eagle Park – Pump House and Storage (Design) - $75,000
- Community Center – Turf Improvement and Fitness Area (Multi-Year 1 of 2) - $50,000

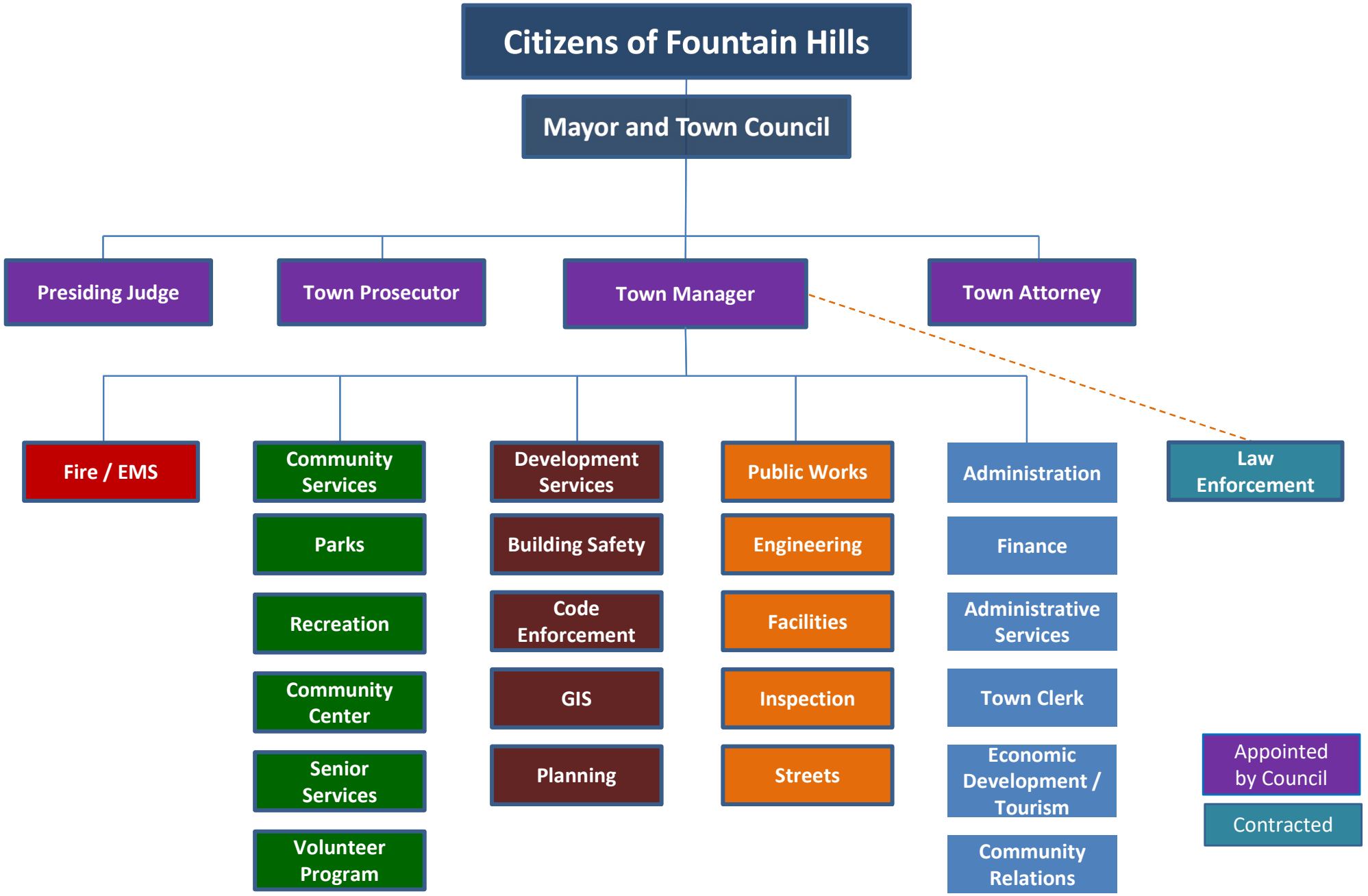
Public Works Department

- Downtown Streetscapes Improvements (Multi-Year 2 of 5) - $2,003,000
- Shea Blvd Widening (Carryover budget) - $1,000,000
- Town Hall Campus Buildings – Roof Rehabilitation - $500,000
- Library/Museum/Community Center Air Handler Upgrades - $400,000
- Sidewalk Infill and Design (Ongoing Program) - $325,000
- Golden Eagle Impoundment Area Improvements – Phase II - $325,000
- Ashbrook Wash Slope Stabilization (Multi-year 1 of 3) - $250,000
- Pedestrian Marked Crosswalks (Ongoing Program) - $150,000
- Dam Sediment Removal and Improvements (Ongoing Program) - $100,000
- Guardrail replacement Town-wide (Ongoing Program) - $50,000

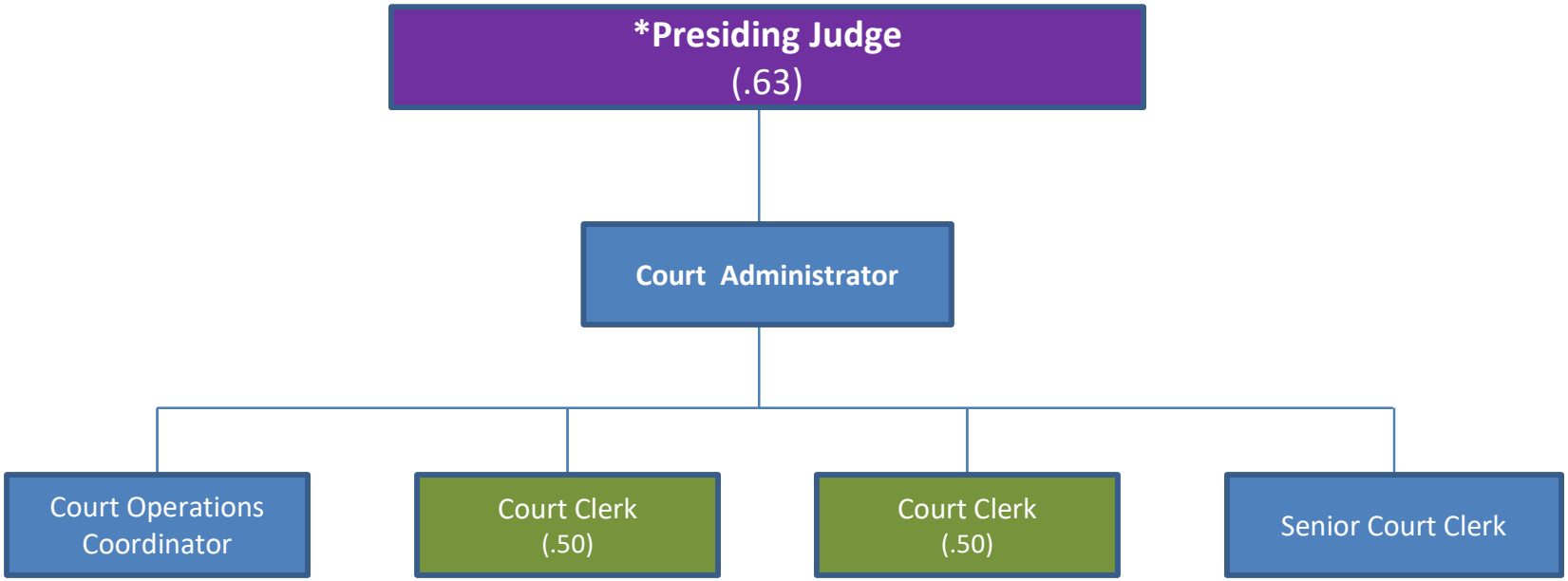
EXHIBIT B
TO
RESOLUTION NO. 2026-15

[Organization Charts, 2026-27 Pay Plans, Schedule of Authorized Positions, and Employee Job Descriptions]
See following pages

Town of Fountain Hills Organization



MUNICIPAL COURT

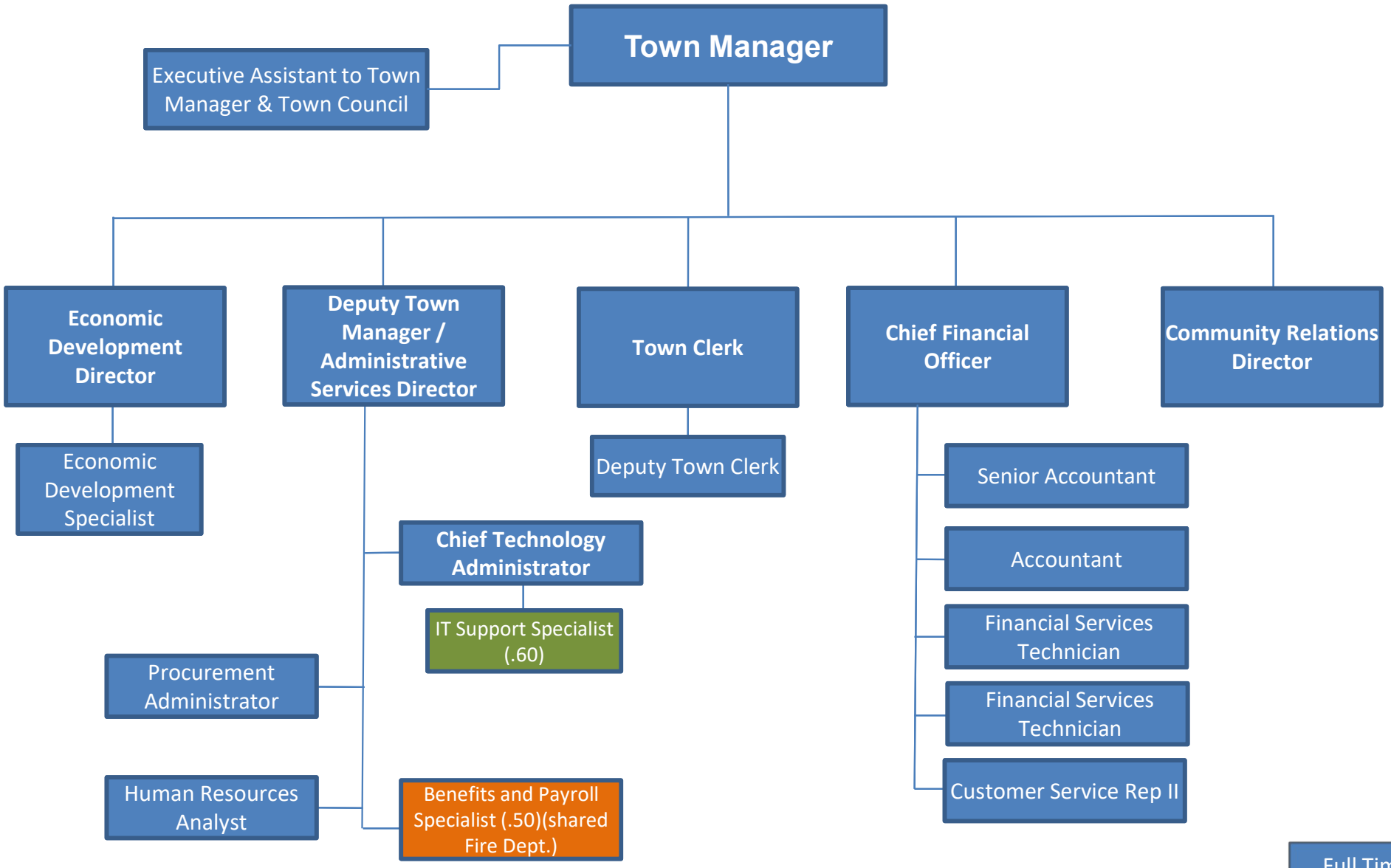


*Part time - Appointed by Council

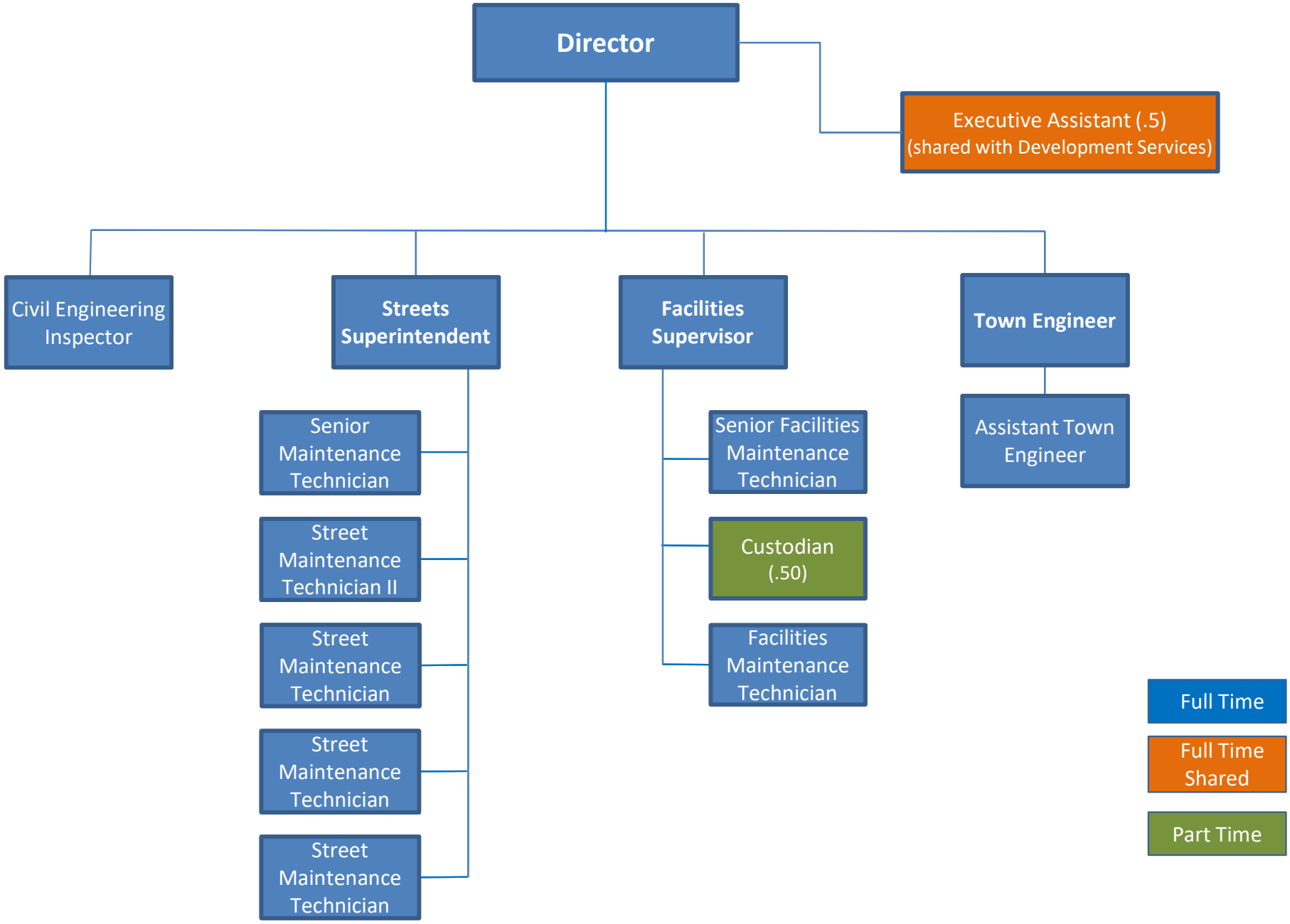
Full Time

Part Time

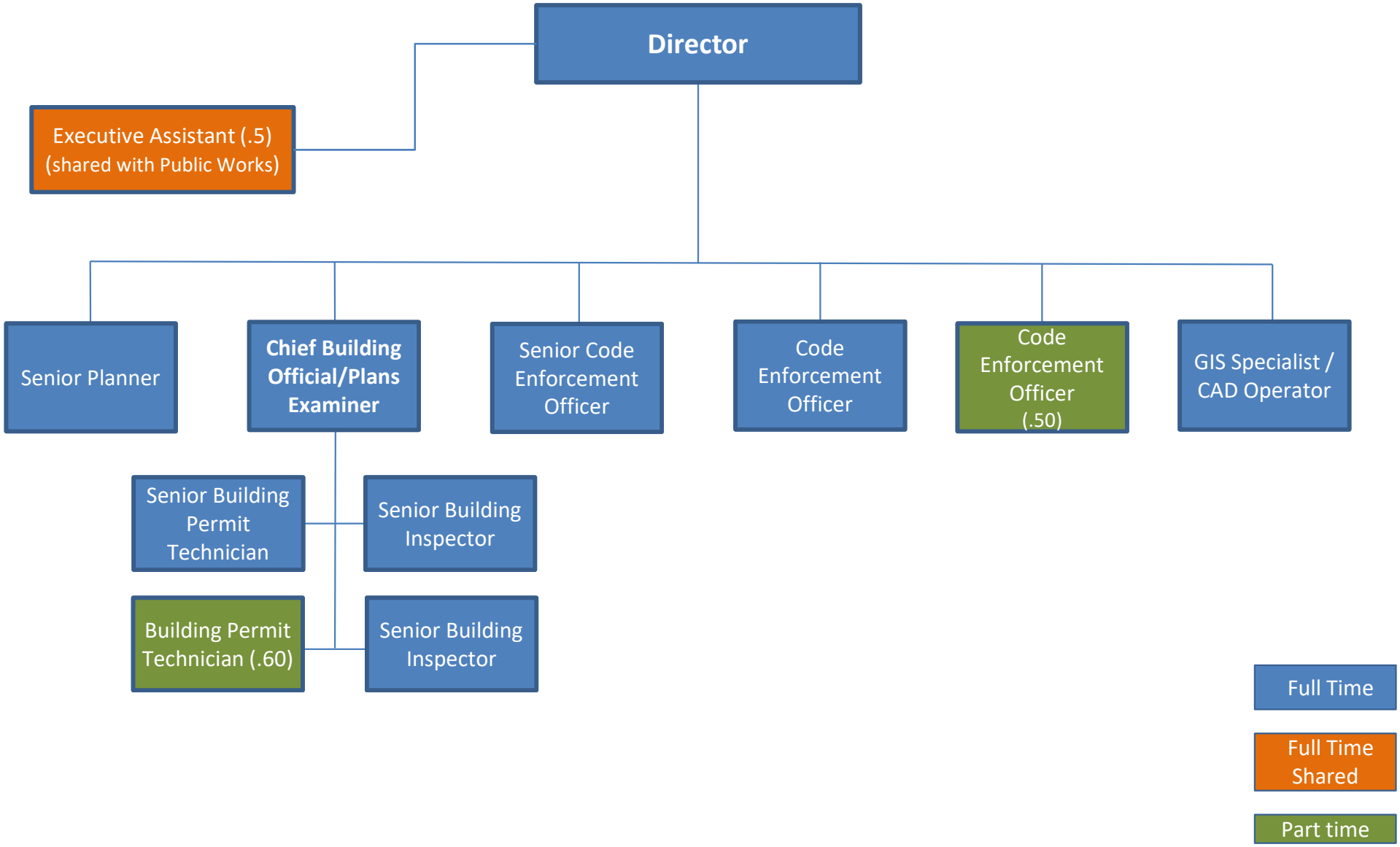
ADMINISTRATION DEPARTMENT



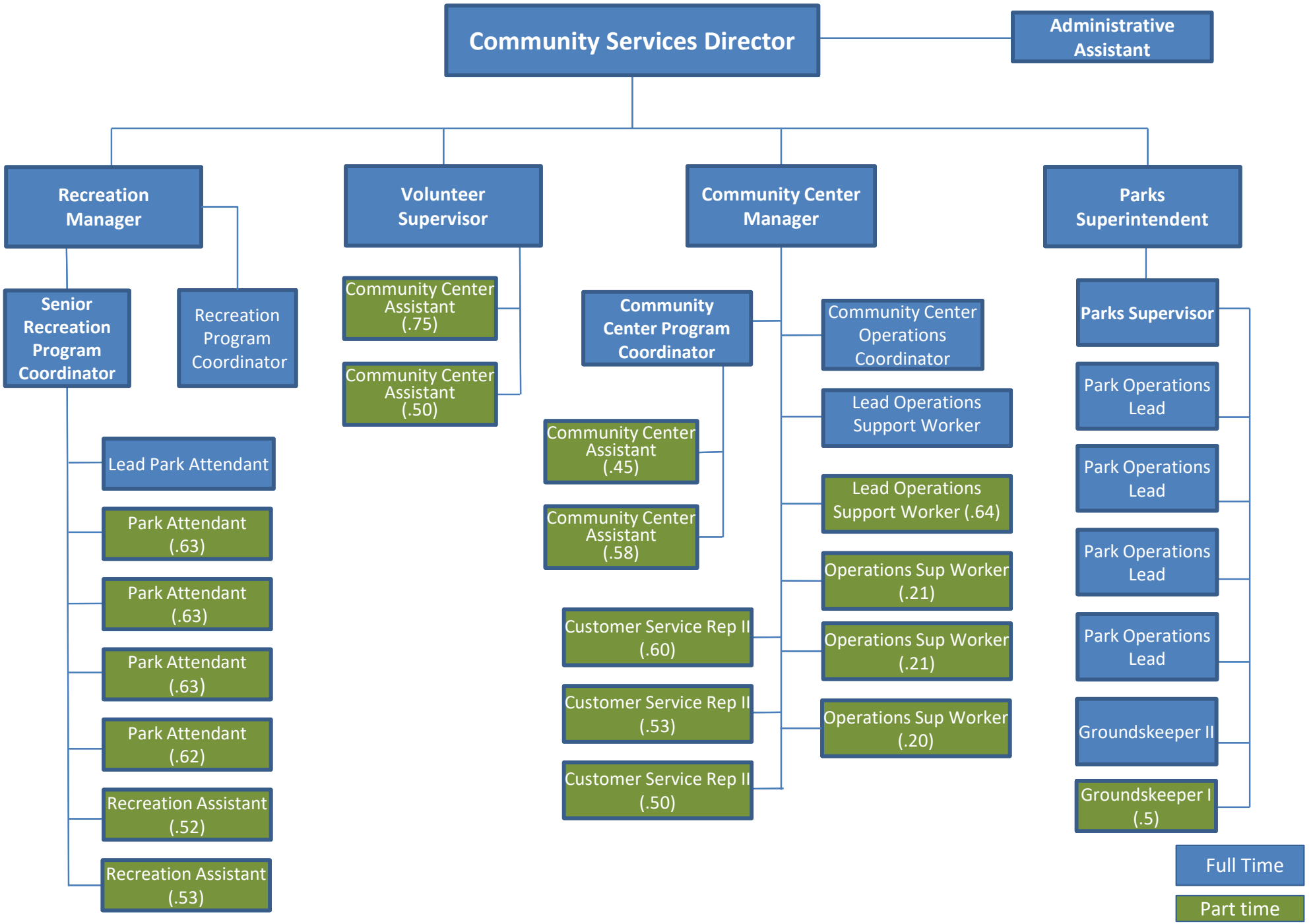
PUBLIC WORKS DEPARTMENT



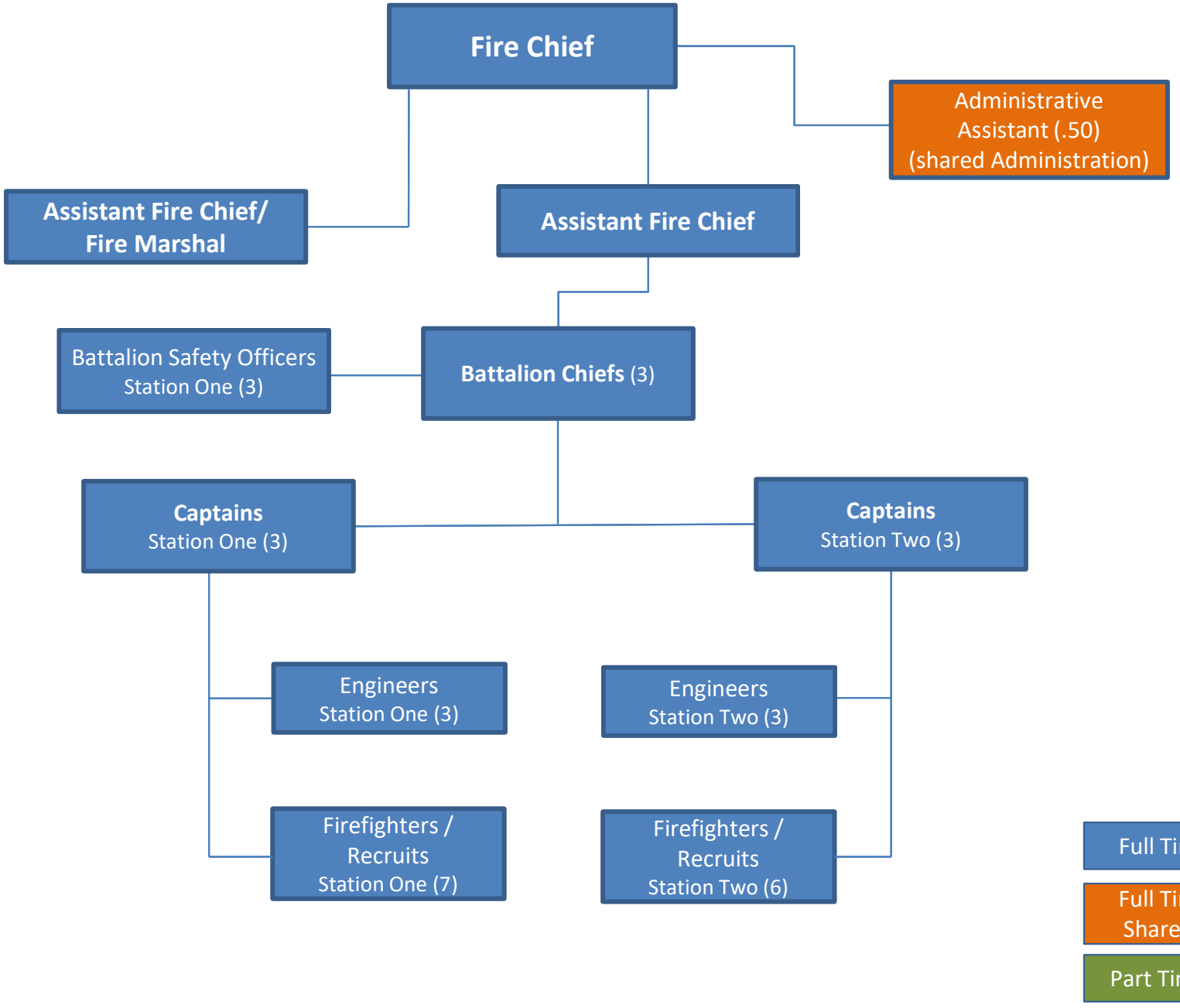
DEVELOPMENT SERVICES DEPARTMENT



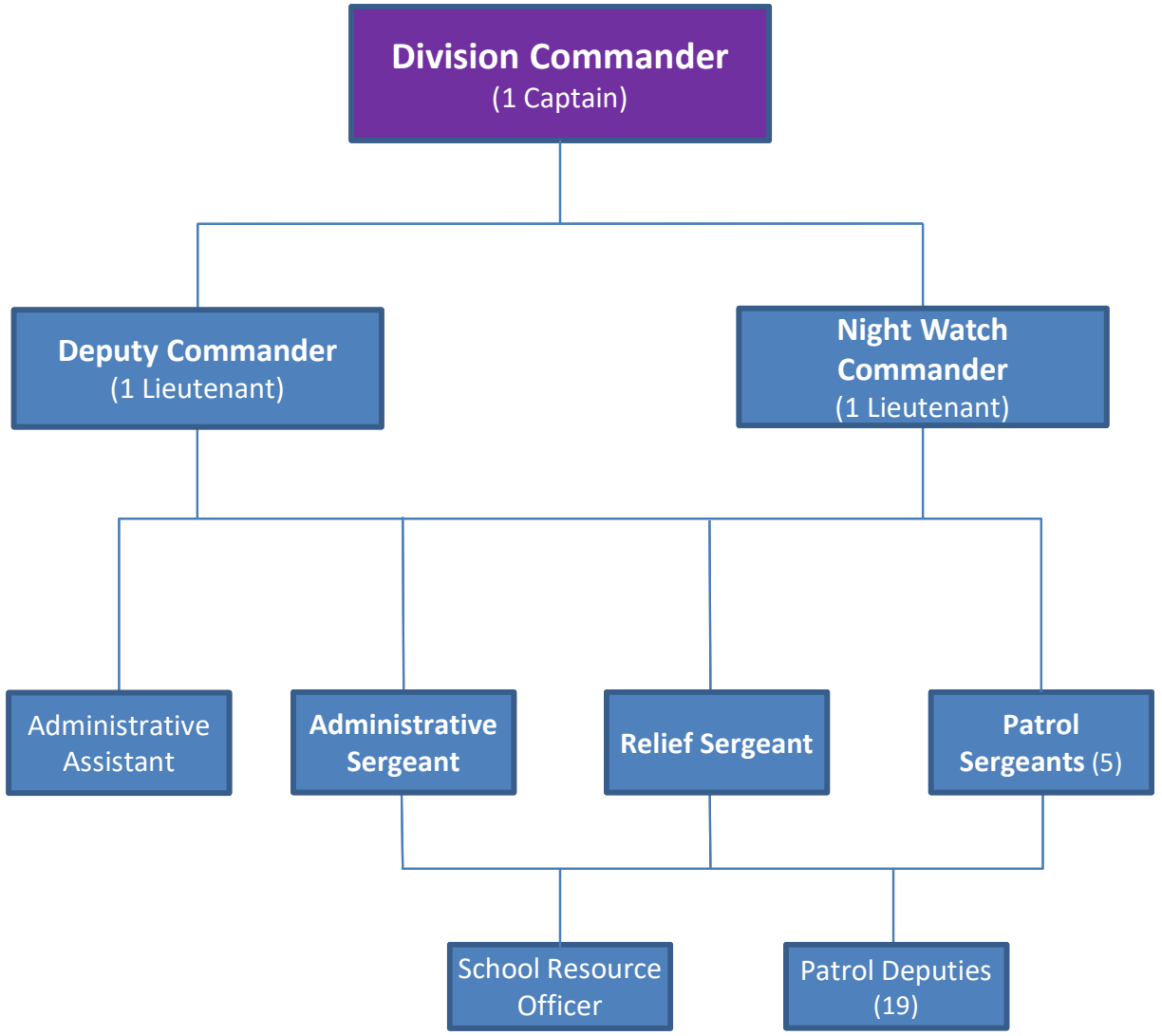
COMMUNITY SERVICES DEPARTMENT



FIRE DEPARTMENT



LAW ENFORCEMENT



FY 26-27 PAY PLAN (July 2026)

Exempt Position Title	Minimum	Maximum
Deputy Town Manager/Administrative Services Director	$ 155,352	$ 222,153
Chief Financial Officer	155,352	222,153
Public Works Director	145,193	207,626
Development Services Director	145,193	207,626
Town Clerk	135,694	194,042
Community Services Director	135,694	194,042
Economic Development Director	135,694	194,042
Chief Technology Administrator	135,694	194,042
Town Engineer	127,248	181,965
Community Relations Director	127,248	181,965
Assistant Town Engineer	108,168	154,680
Court Administrator	106,265	151,959
Chief Building Official/Plans Examiner	94,003	134,424
Recreation Manager	92,861	132,791
Parks Superintendent	92,861	132,791
Deputy Town Clerk	92,861	132,791
Community Center Manager	92,861	132,791
Senior Accountant	92,861	132,791
Procurement Administrator	92,861	132,791
Streets Superintendent	92,030	131,603
Senior Planner	91,654	131,065
Human Resources Analyst	81,163	116,063
Facilities Supervisor	80,177	114,653
Senior Recreation Program Coordinator	80,177	114,653
Volunteer Supervisor	80,177	114,653
Parks Supervisor	80,177	114,653
Economic Development Specialist	76,909	109,980
Accountant	71,173	101,777
Court Operations Coordinator	71,173	101,777
Community Center Program Coordinator	71,173	101,777
Executive Assistant to Town Manager and Council	71,173	101,777
Operations Coordinator - Community Center	71,173	101,777
Recreation Program Coordinator	71,173	101,777
Senior Code Enforcement Officer	71,173	101,777
Non-Exempt Position Title	**Minimum**	**Maximum**
Senior Building Inspector	$ 38.07	$ 54.44
Information Technology Support Specialist	37.22	53.22
GIS Specialist / CAD Operator	36.33	51.95
Civil Engineer Inspector	33.32	47.65
Benefits and Payroll Specialist	31.26	44.70
Executive Assistant	29.61	42.34
Code Enforcement Officer	29.61	42.34
Senior Maintenance Technician	28.89	41.31
Senior Facilities Maintenance Technician	28.89	41.31
Park Operations Lead	28.89	41.31
Senior Building Permit Technician	28.89	41.31
Street Maintenance Technician II	26.72	38.21
Facilities Maintenance Technician	26.72	38.21
Building Permit Technician	26.01	37.19
Senior Court Clerk	25.36	36.26
Street Maintenance Technician	25.36	36.26
Administrative Assistant	25.36	36.26
Court Clerk	24.23	34.65
Financial Services Technician	24.23	34.65
Groundskeeper II	24.23	34.65
Customer Service Representative II	23.46	33.55
Community Center Assistant	22.94	32.80
Lead Park Attendant	22.94	32.80
Lead Operations Support Worker	22.94	32.80
Groundskeeper I	22.94	32.80
Customer Service Representative I	20.91	29.90
Recreation Assistant	20.42	29.20
Operations Support Worker	20.42	29.20
Park Attendant	20.42	29.20
Custodian	18.86	26.97

FY 26-27 FIRE DEPARTMENT PAY PLAN (July 2026)

Salaried / Exempt Positions

Position Title	Minimum	Maximum
Fire Chief	$ 155,352	$ 222,153
Fire Assistant Chief / Fire Marshal	135,694	194,042

Hourly / Non-Exempt Positions

Position Title	Minimum	Maximum	Annualized Minimum	Annualized Maximum	Work Schedule	Designated FLSA Work Period	Average Hours Scheduled Per Year	Average Overtime Hours Scheduled Per Year	Average Scheduled Straight Time Hours Scheduled Per Year
Fire Training Captain	50.10	71.64	104,208	149,011	Five 8 hour days / week	7 days = 40 hours	2,080	0	2,080
Fire Battalion Chief	42.67	61.02	129,439	185,104	48 hours worked / 96 hours off	14 days = 106 hours	2,912	243	2,669
Fire Captain	34.36	49.13	104,231	149,036	48 hours worked / 96 hours off	14 days = 106 hours	2,912	243	2,669
Lieutenant/Battalion Safety Officer	32.73	46.80	99,286	141,968	48 hours worked / 96 hours off	14 days = 106 hours	2,912	243	2,669
Fire Engineer	31.11	44.49	94,372	134,960	48 hours worked / 96 hours off	14 days = 106 hours	2,912	243	2,669
Firefighter	22.06	31.55	66,919	95,707	48 hours worked / 96 hours off	14 days = 106 hours	2,912	243	2,669
Firefighter Recruit	25.95	29.06	53,976	60,445	Five 8 hour days / week	7 days = 40 hours	2,080	0	2,080

Note: Hourly fire department staff with Paramedic Certification receive $1.92 / hr added to their base hourly rate of pay.

Schedule of Authorized Positions

Position Title	FY 23-24 Authorized FTE	FY 24-25 Authorized FTE	FY 25-26 Authorized FTE	FY 26-27 Proposed FTE
Municipal Court				
Presiding Judge	0.63	0.63	0.63	0.63
Court Administrator	1.00	1.00	1.00	1.00
Senior Court Clerk	1.00	1.00	1.00	1.00
Court Operations Coordinator	1.00	1.00	1.00	1.00
Court Clerk	1.00	1.00	1.00	1.00
Authorized FTE	**4.63**	**4.63**	**4.63**	**4.63**
Administration				
Town Manager	1.00	1.00	1.00	1.00
Deputy Town Manager/Administrative Services Dir.	1.00	1.00	1.00	1.00
Exec. Asst. to Town Mgr & Council/Deputy Town Clerk	-	-	1.00	-
Executive Asst to Town Mgr/Council	1.00	1.00	-	1.00
Deputy Town Clerk	-	-	-	1.00
Town Clerk	1.00	1.00	1.00	1.00
Management Analyst	1.00	1.00	-	-
Economic Development Specialist	-	-	1.00	1.00
Economic Development Director	1.00	1.00	1.00	1.00
Community Relations Director	1.00	1.00	1.00	1.00
Chief Technology Administrator	1.00	1.00	1.00	1.00
Information Technology Support Specialist	1.00	1.00	0.60	0.60
Chief Financial Officer	1.00	1.00	1.00	1.00
Senior Accountant	1.00	1.00	1.00	1.00
Accountant	1.00	1.00	1.00	1.00
Financial Services Technician	2.00	2.00	2.00	2.00
Procurement Administrator	1.00	1.00	1.00	1.00
Human Resources Analyst	1.00	1.00	1.00	1.00
Benefits and Payroll Specialist	0.50	0.50	0.50	0.50
Customer Service Representative II	1.00	1.00	1.00	1.00
Authorized FTE	**17.50**	**17.50**	**17.10**	**18.10**
Public Works				
Public Works Director	1.00	1.00	1.00	1.00
Civil Engineering Inspector	1.00	1.00	1.00	1.00
Executive Assistant	0.50	0.50	0.50	0.50
Town Engineer	1.00	1.00	1.00	1.00
Assistant Town Engineer	1.00	1.00	1.00	1.00
Facilities Supervisor	1.00	1.00	1.00	1.00
Senior Facilities Maintenance Tech	1.00	1.00	1.00	1.00
Facilities Maintenance Tech	1.00	1.00	1.00	1.00
Custodian	0.50	0.50	0.50	0.50
Streets Superintendent	1.00	1.00	1.00	1.00
Senior Maintenance Technician	1.00	1.00	1.00	1.00
Street Maintenance Technician II	-	1.00	1.00	1.00
Street Maintenance Technician	3.00	2.00	3.00	3.00
Authorized FTE	**13.00**	**13.00**	**14.00**	**14.00**

Development Services

Development Services Director	1.00	1.00	1.00	1.00
Executive Assistant	0.50	0.50	0.50	0.50
Senior Planner	1.00	1.00	1.00	1.00
GIS Technician/CAD Operator	1.00	1.00	1.00	-
GIS Specialist / CAD Operator	-	-	-	1.00
Senior Code Enforcement Officer	1.00	1.00	1.00	1.00
Code Enforcement Officer	1.50	1.50	1.50	1.50
Chief Building Official/Plans Examiner	1.00	1.00	1.00	1.00
Senior Building Inspector	1.00	2.00	2.00	2.00
Senior Building Permit Technician	-	-	1.00	1.00
Building Permit Technician	2.00	2.00	0.60	0.60
Authorized FTE	**10.00**	**11.00**	**10.60**	**10.60**

Community Services

Community Services Director	-	1.00	1.00	1.00
Deputy Town Manager/Community Services Dir.	1.00	-	-	-
Recreation Manager	1.00	1.00	1.00	1.00
Recreation Program Coordinator	1.00	1.00	1.00	1.00
Recreation Assistant	0.50	1.05	1.05	1.05
Senior Recreation Program Coordinator	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	-
Administrative Assistant	-	-	-	1.00
Parks Supervisor	1.00	1.00	1.00	1.00
Parks Superintendent	1.00	1.00	1.00	1.00
Park Operations Lead	3.00	4.00	4.00	4.00
Lead Park Attendant	1.00	1.00	1.00	1.00
Park Attendant	1.96	1.96	2.51	2.51
Groundskeeper II	2.00	1.00	1.00	1.00
Groundskeeper I	-	-	-	0.50
Customer Service Representative II	1.63	1.63	1.63	1.63
Community Center Manager	1.00	1.00	1.00	1.00
Operations Coordinator - Community Center	1.00	1.00	1.00	1.00
Operations Support Worker	0.37	0.37	0.62	0.62
Lead Operations Support Worker	1.64	1.64	1.64	1.64
Community Center Program Coordinator	1.00	1.00	1.00	1.00
Community Center Assistant	2.28	2.28	2.28	2.28
Volunteer Supervisor	1.00	1.00	1.00	1.00
Volunteer Coordinator	-	-	-	-
Authorized FTE	**25.38**	**25.93**	**26.73**	**27.23**

Fire Department

Fire Chief	1.00	1.00	1.00	1.00
Assistant Fire Chief / Fire Marshal	1.00	1.00	2.00	2.00
Fire Battalion Chief	-	-	3.00	3.00
Fire Captain	6.00	6.00	6.00	6.00
Fire Captain - Training	1.00	1.00	-	-
Fire Lieutenant	-	-	-	-
Fire Battalion Safety Officer	-	-	-	3.00
Fire Engineer	6.00	6.00	6.00	6.00
Firefighter	18.00	18.00	15.00	13.00
Administrative Assistant	1.00	1.00	0.50	0.50
Authorized FTE	**34.00**	**34.00**	**33.50**	**34.50**
Total Authorized FTE	**104.51**	**106.06**	**106.56**	**109.06**

Job Title: Deputy Town Clerk

Department: Administration

Immediate Supervisor: Town Clerk

FLSA Status: Exempt

BRIEF DESCRIPTION OF THE JOB:

Performs high-level administrative, professional, technical, and statutory work in support of the Town Clerk's Office. Assists in planning, coordinating, and administering Clerk's Office programs and functions, including Council agenda management, public meeting compliance, official records, public records requests, records retention, elections, boards and commissions support, and official document processing. Exercises discretion and independent judgment in interpreting and applying legal requirements, Town policies, procedures, deadlines, and records standards. Serves as Acting Town Clerk in the absence of the Town Clerk when designated and is intended to provide succession-level continuity for the Town Clerk function.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

Physical Strength Code		ESSENTIAL FUNCTIONS
1	S	Assists the Town Clerk in planning, organizing, coordinating, and administering Town Clerk's Office operations, including official records, public meetings, public records requests, elections, agenda management, boards and commissions support, and statutory compliance functions.
2	S	Serves as Acting Town Clerk in the absence of the Town Clerk when designated; exercises delegated authority to maintain continuity of Clerk's Office operations, respond to time-sensitive issues, and coordinate official Town Clerk functions.
3	S	Coordinates and performs preparation, assembly, posting, and distribution of Town Council meeting agendas, packets, notices, minutes, and related materials, including electronic agenda packet preparation and website posting.
4	S	Attends Town Council meetings and other public meetings as assigned; prepares minutes, records official actions, tracks follow-up items, and maintains related official records.

5	S	Interprets and applies laws, regulations, policies, procedures, deadlines, and records requirements related to Town Clerk functions, including Arizona Open Meeting Law, public records, records retention, election administration, and public meeting procedures.
6	S	Coordinates the public records request process by reviewing requests, determining appropriate routing and collection needs, tracking deadlines, coordinating department responses, assisting with legal review as needed, and ensuring accurate and timely production of records.
7	S	Administers and improves records management practices, including preservation, retention, destruction, indexing, scanning, retrieval, staff guidance, and access to official Town records in accordance with state law, Town policy, and retention requirements.
8	S	Coordinates and performs election-related work, including candidate packets, nomination papers, petitions, campaign finance filings, election notices, ballot materials, coordination with Maricopa County and the Arizona Secretary of State's Office, canvass materials, and related reports and records.
9	S	Develops, updates, implements, and recommends improvements to Town Clerk procedures, forms, calendars, checklists, training materials, agenda processes, public records workflows, election processes, and records management practices.
10	S	Provides guidance and training to departments regarding agenda procedures, Open Meeting Law requirements, public records, records retention, document management, and Clerk's Office procedures.
11	S	Provides staff support to boards, commissions, committees, districts, and other public bodies as assigned, including meeting notices, agenda materials, minutes, records, follow-up, and procedural guidance.
12	S	Maintains ordinances, resolutions, contracts, agreements, minutes, and other official records; assists with updates to the Town Code and other official Town documents.
13	S	Administers oaths of office, attests to official documents, applies or safeguards the Town Seal as authorized, and provides notary services for Town business.
14	S	Assists with budget tracking, contract administration, software coordination, public notices, transcription services, records systems, training, and other administrative matters for the Town Clerk's Office.
15	S	Provides information and assistance to elected officials, Town staff, residents, candidates, outside agencies, vendors, and members of the public regarding Town Clerk functions; performs other related duties as assigned.

JOB REQUIREMENTS	
Formal Education / Knowledge	Work requires broad administrative and technical knowledge of municipal government, Town Clerk functions, records management, legal compliance, public administration, elections, and public meeting procedures. Associate's degree or advanced coursework in public administration, business administration, records management, legal studies, or a related field preferred. Bachelor's degree preferred. Knowledge of Arizona Open Meeting Law, public records requirements, records retention, agenda management, elections administration, and related software systems is preferred, including familiarity with Microsoft, Laserfiche, agenda management, records management, and Adobe professional software programs. Federal and State laws; local laws, codes and regulations is preferred.
Experience	Two years of progressively responsible administrative, records management, municipal clerk, legal, elections, or public-sector administrative experience. Experience in a city or town clerk's office and experience sufficient to serve as backup to the Town Clerk are preferred.
Certifications and Other Requirements	Certified Municipal Clerk (CMC) designation preferred at the time of hire and required within two years of hire, subject to eligibility. Training with the Secretary of State's Office and/or Maricopa County in the area of elections is preferred at the time of hire and required within a timeframe established by the Town or at the next available certification cycle, subject to eligibility. Must maintain required election certification or recertification. Notary Public designation required within six months of hire. Valid Arizona driver license may be required.
**	Equivalent combinations of experience and training that meet the minimum qualifications may be substituted.
Reading	Work requires the ability to read administrative and technical documents, statutes, codes, ordinances, resolutions, minutes, contracts, procedures, manuals, election materials, public records requirements, and records retention schedules.
Math	Work requires the ability to perform general math calculations such as addition, subtraction, multiplication, division, percentages, decimals, and budget-related calculations.
Writing	Work requires the ability to write correspondence, procedures, agenda materials, notices, minutes, reports, recommendations, training materials, and public-facing communications.
Managerial	Assists in planning, coordinating, and administering major Town Clerk functions, including agenda management, public records, records management, elections, boards and commissions support, and statutory compliance. Carries out assignments under broad objectives and serves as Acting Town Clerk when designated.
Budget Responsibility	Assists with budget development and tracking for the Town Clerk's Office, elections, software, public notices, transcription services, records systems, training, and related contracts.
Supervisory / Organizational Control	May provide functional direction to temporary staff, interns, election workers, administrative support staff, or department staff on assigned Clerk's Office processes. In the Town Clerk's absence, may coordinate day-to-day Clerk's Office workflow as Acting Town Clerk when designated.
Complexity	Work is governed by statutes, Town Code, broad objectives, policies, procedures, deadlines, and legal requirements. Work requires accuracy, discretion, independent judgment, confidentiality, neutrality, organization, and the ability to evaluate and resolve time-sensitive matters of significance within the Town Clerk function.
Interpersonal / Human Relations Skills	This position interacts with elected officials, the Town Manager, Town Attorney, department directors, Town staff, residents, candidates, vendors, outside agencies, and members of the public. Work requires discretion, neutrality, professionalism, judgment, and the ability to explain complex legal or procedural requirements clearly.

OVERALL PHYSICAL STRENGTH DEMANDS:

☐ Sedentary	☒ Light	☐ Medium	☐ Heavy	☐ Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs

This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	F	Filing, making copies, and faxing
Sitting	C	Desk work
Walking	F	To and from office equipment and other departments
Lifting	F	Files, office supplies, and books
Carrying	F	Files, office supplies, and books
Pushing/Pulling	F	Doors
Reaching	F	For telephone and files
Handling	C	Paper work
Fine Dexterity	C	Computer keyboard, calculator, telephone keypad, and writing
Kneeling	O	Filing and connecting computer components
Crouching	R	Filing and connecting computer components
Crawling	R	N/A
Bending	F	Filing in lower drawers
Twisting	F	From computer to telephone to drawer
Climbing	F	Stairs
Balancing		N/A
Vision	C	Reading and use of computer monitor
Hearing	C	Communicating with external and internal customers
Talking	C	Communicating with external and internal customers
Foot Controls		N/A

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

Computer, telephone, copier, scanner, and other general office equipment

ENVIRONMENTAL FACTORS:

D = Daily	W = Several Times Per Week	M = Several Times Per Month	S = Seasonally	N = Never

HEALTH AND SAFETY		ENVIRONMENTAL FACTORS	
Mechanical Hazards	N	Extreme Temperatures	N
Chemical Hazards	N	Noise and Vibration	N
Electrical Hazards	N	Wetness/Humidity	N
Fire Hazards	N	Respiratory Hazards	N
Explosives	N	Physical Hazards	N
Communicable Diseases	N		
Physical Danger or Abuse	M		
Other (see 1 Below)	N		

PRIMARY WORK LOCATION	
Office Environment	X
Warehouse	
Shop	
Vehicle	
Outdoors	
Recreation Center	
Other (see 2 Below)	

(1)
(2)

PROTECTIVE EQUIPMENT REQUIRED:

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs

NON-PHYSICAL DEMANDS	
Time Pressures	F
Emergency Situations	O
Frequent Change of Tasks	F
Irregular Work Schedule/Overtime	F
Performing Multiple Tasks Simultaneously	F
Working Closely with Others as Part of a Team	C
Tedious or Exacting Work	F
Noisy/Distracting Environment	O
Other (see 3 below)	

(3)

Job Title: Executive Assistant to Town Manager and Town Council

Department: Administration

Immediate Supervisor: Town Manager

FLSA Status: Exempt

BRIEF DESCRIPTION OF THE JOB:

Provides high-level, confidential administrative support to the Town Manager, Mayor, and Town Council. Coordinates and prioritizes executive calendars, meetings, communications, travel, purchasing, budget support, special projects, and administrative workflows that affect Town operations. Exercises discretion and independent judgment in screening requests, coordinating responses, tracking assignments, preparing information for decision-making, and handling sensitive or confidential matters. Provides administrative and project support to other Administration divisions, including Economic Development, Information Technology (I.T.), Finance, Procurement, and Human Resources. Serves as a key administrative contact for internal departments, outside agencies, and members of the public. May provide administrative coordination and general support to the Town Clerk's Office as assigned, in coordination with the Town Clerk and Deputy Town Clerk

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

	Physical Strength Code	ESSENTIAL FUNCTIONS
1	S	Provides high-level and confidential administrative support to the Town Manager, Mayor, and Town Council by coordinating meetings and events, managing executive calendars, relaying and prioritizing information, and preparing documents including correspondence, reports, manuals, proclamations, and presentations.
2	S	Screens, prioritizes, and coordinates requests, assignments, and follow-up items for the Town Manager's Office and Town Council; exercises discretion and independent judgment in determining urgency, appropriate routing, required information, and next steps within established objectives and policies.
3	S	Coordinates conference and seminar registrations, makes travel arrangements, prepares detailed itineraries, and processes related documentation and follow-up using tools such as Word, PowerPoint, Excel, and Publisher.
4	S	Provides administrative and project support to other Administration divisions, including Economic Development, Information Technology (I.T.), Finance, Procurement, and Human Resources, as assigned; tracks action items, coordinates interdepartmental information, assists with budget or purchasing matters, and supports administrative workflow improvements.

5	S	Conducts research, analyzes information, prepares background materials, develops recommendations on administrative matters, accomplishes special projects, and serves on committees as assigned.
6	S	May provide administrative coordination and general support to the Town Clerk's Office as assigned, in coordination with the Town Clerk and Deputy Town Clerk.
7	S	Responds to requests or concerns from Town residents and serves as liaison to Town departments on a variety of administrative issues. Responds to requests from public officials in other governmental agencies and regional organizations.
8	L	Coordinates Town meetings, receptions, special events, and intergovernmental meetings involving the Town Manager, Mayor, Town Council, or Administration Department.
9	S	Acts as staff liaison to the Strategic Planning Advisory Commission, Municipal Property Corporation, and other boards or commissions as assigned by the Town Manager.
10	S	Prepares and monitors budgets for the Town Manager and Town Council; reviews, processes, and codes P-card purchases and related transactions in accordance with established financial procedures.
11	S	Orders office supplies and handles purchasing functions for the Town Manager, Mayor, Town Council, and other Administration divisions as assigned.
12	S	Performs other related duties as assigned.

JOB REQUIREMENTS:

JOB REQUIREMENTS	
Formal Education / Knowledge	Work requires knowledge of a specific vocational, administrative, or technical nature which may be obtained with one year of advanced study or training past the high school equivalency. Junior college, vocational, business, technical, or correspondence schools are likely sources. Bachelor's degree preferred. Knowledge of municipal office administration, executive-level administrative support, customer service, meeting coordination, budget and purchasing support, project coordination, records handling, and common office software is preferred.
Experience	Five years experience as an Executive Assistant, Administrative Assistant, or equivalent high-level administrative support position, preferably in a municipal or public-sector setting. Experience supporting executive leadership, elected officials, or multiple operating divisions is preferred.
Certifications and Other Requirements	Notary Public designation preferred or required within a timeframe established by the Town, if assigned. Valid Arizona driver license may be required.
**	Equivalent combinations of experience and training that meet the minimum qualifications may be substituted.
Reading	Work requires the ability to read policies, procedures, handbooks, agreements, contracts, town ordinances, Council reports, newsletters, brochures, and related administrative materials.
Math	Work requires the ability to perform general math calculations such as addition, subtraction, multiplication, division, ratios, and percentages.
Writing	Work requires the ability to write memos, letters, emails, meeting notes, proclamations, reports, and general correspondence.
Managerial	Administrative coordination and project management responsibilities include coordinating executive calendars, cross-department assignments, administrative workflows, special projects, purchasing, budget support, and follow-up on matters involving the Town Manager's Office, Town Council, and Administration divisions.
Budget Responsibility	Assists in preparing and monitoring Town Manager and Council budgets; reviews, processes, and codes purchases and related transactions in accordance with established financial procedures.
Supervisory / Organizational Control	No direct supervisory responsibility. May provide functional coordination of administrative assignments, workflow deadlines, vendors, and project-related tasks involving other staff or divisions.
Complexity	Work is governed by broad instructions, objectives, and policies. Work requires discretion, independent judgment, confidentiality, initiative, organization, and the ability to evaluate priorities and coordinate responses on matters affecting the Town Manager's Office, Town Council, and Administration divisions.
Interpersonal / Human Relations Skills	This position has frequent contact with elected officials, the Town Manager, department directors, Town staff, residents, outside agencies, vendors, professional organizations, and other Administration divisions. Work requires tact, discretion, neutrality, professionalism, and strong customer service skills.

OVERALL PHYSICAL STRENGTH DEMANDS:

☒ Sedentary	☐ Light	☐ Medium	☐ Heavy	☐ Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs

This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	O	Filing, making copies, faxing, retrieving mail, distributing
Sitting	F	Deskwork, meetings
Walking	F	To and from office equipment and other departments
Lifting	R	Files, office supplies, tables and chairs
Carrying	F	Files, office supplies
Pushing/Pulling	R	Office cart
Reaching	R	For items on higher shelves
Handling	F	Files, office supplies
Fine Dexterity	C	Computer keyboard, telephone keypad, calculator
Kneeling	R	Filing
Crouching	R	Filing, retrieving items from shelves
Crawling	R	N/A
Bending	O	Filing in lower drawers, retrieving items from lower shelves
Twisting	O	From computer to telephone
Climbing	F	Stairs
Balancing	O	Carrying files, office supplies
Vision	C	Reading, computer monitor
Hearing	C	Communicating with personnel and general public and on telephone
Talking	C	Communitcating with personnel and general public and on telephone

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

Computer and related software, general office supplies, telephone, fax, copier

ENVIRONMENTAL FACTORS:

D = Daily	W = Several Times Per Week	M = Several Times Per Month	S = Seasonally	N = Never

HEALTH AND SAFETY		ENVIRONMENTAL FACTORS	
Mechanical Hazards	N	Extreme Temperatures	N
Chemical Hazards	N	Noise and Vibration	N
Electrical Hazards	N	Wetness/Humidity	N
Fire Hazards	N	Respiratory Hazards	N
Explosives	N	Physical Hazards	N
Communicable Diseases	N		
Physical Danger or Abuse	N		
Other (see 1 Below)	N		

PRIMARY WORK LOCATION	
Office Environment	X
Warehouse	
Shop	
Vehicle	
Outdoors	
Recreation Center	
Other (see 2 Below)	

(1)
(2)

PROTECTIVE EQUIPMENT REQUIRED:

None

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs

NON-PHYSICAL DEMANDS	
Time Pressures	F
Emergency Situations	R
Frequent Change of Tasks	F
Irregular Work Schedule/Overtime	O
Performing Multiple Tasks Simultaneously	F
Working Closely with Others as Part of a Team	F
Tedious or Exacting Work	F
Noisy/Distracting Environment	O
Other (see 3 below)	

(3)

Job Title: **Town Clerk**

Department: Administration

Immediate Supervisor: Town Manager

FLSA Status: Exempt

BRIEF DESCRIPTION OF THE JOB:

Plans, manages, and directs the activities of the Town Clerk's Office. Serves as the official records custodian, Elections Official, and primary administrator for Town Council agenda preparation, meeting notices, minutes, official records, public records requests, records retention, ordinances, resolutions, contracts, and Town Clerk compliance functions. Supervises the Deputy Town Clerk and any assigned staff, temporary staff, interns, or election workers. Provides guidance to Town departments, elected officials, candidates, boards and commissions, and members of the public regarding Town Clerk functions. This position also serves as the District Clerk for Town facilities districts, maintenance districts, or other special districts as assigned.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

Physical Strength Code		ESSENTIAL FUNCTIONS
1	S	Plans, organizes, manages, and directs the operations of the Town Clerk's Office, including official records, public meetings, public records requests, elections, agenda management, and statutory compliance functions.
2	S	Supervises the Deputy Town Clerk and any assigned staff, temporary staff, and interns; assigns and reviews work, provides training and direction, evaluates performance, supports professional development, and ensures continuity of Clerk's Office operations, including preparing the Deputy Town Clerk to serve as Acting Town Clerk when designated.
3	S	Directs the preparation of Town Council meeting agendas; coordinates and schedules Council meetings; prepares and assembles agenda packets, including electronic packets; posts documents to the Town's website; instructs internal and external parties on agenda procedures; attends Council meetings, prepares or oversees preparation of minutes, and records official actions taken.
4	S	Manages official Town records; establishes, updates, and implements policies and procedures for records maintenance, retention, destruction, retrieval, and public access; ensures records activities comply with state public records requirements and records retention schedules.

5	S	Oversees the Town's public records request process, including intake, tracking, coordination with departments, legal review as needed, production, documentation, and compliance with applicable legal requirements.
6	S	Responds to questions and attests to official actions of the Town Council; maintains the Town's official Code Book and other official records; administers oaths to newly elected and appointed officials; ensures appropriate use of the Town Seal; and coordinates responses to requests for information from staff, elected officials, and the general public.
7	S	Interprets laws and regulations relating to the work performed by the Town Clerk's Office; provides information and organizes material in compliance with laws, regulations, and policies; administers provisions of the Town Code and applicable state and federal requirements as they relate to the Town Clerk's Office.
8	S	Serves as the Town's Elections Official; plans, organizes, and directs Town elections; coordinates election services; oversees candidate filing, nomination papers, petitions, campaign finance filings, notices, ballot materials, canvass documents, and related reports and records; ensures election-related activities comply with federal, state, county, and local laws and regulations.
9	S	Coordinates Town Clerk support for boards, commissions, committees, districts, and other public bodies as assigned, including public meeting notices, agenda materials, minutes, records, and follow-up.
10	S	Serves as District Clerk for Town facilities districts, maintenance districts, or other special districts as assigned.
11	S	Provides guidance and training to departments regarding agenda procedures, Open Meeting Law requirements, records retention, public records, document management, and Clerk's Office procedures.
12	S	Coordinates with the Town Attorney, outside counsel, Maricopa County, Arizona Secretary of State's Office, Arizona Municipal Clerks Association, League of Arizona Cities and Towns, vendors, and other outside agencies on Town Clerk matters.
13	S	Prepares, monitors, and administers the Town Clerk's Office budget, including elections, public notices, agenda management, records systems, transcription services, software, training, and related contracts.
14	S	Responds to subpoenas for records and appears in court as required; coordinates legal records matters with the Town Attorney or outside counsel.
15	S	Performs other related duties as assigned.

JOB REQUIREMENTS	
**Formal Education / Knowledge	Knowledge of municipal functions; modern management principles, practices, and techniques of public administration; office management methods, procedures, and computerized equipment essential to the Town Clerk's Office, including familiarity with Microsoft, Laserfiche, agenda management, records management, and Adobe professional computer software programs; Federal and State laws; local laws, codes and regulations; Arizona Open Meeting Law; public records and records retention requirements; election administration; and Council support functions. Knowledge is normally acquired through four years of college resulting in a Bachelor's degree or through considerable progressively responsible municipal clerk, public administration, records management, elections, or related experience. Work requires broad knowledge in a related profession or technical field.
**Experience	Three years of progressively responsible experience in municipal clerk, records management, elections, public administration, or closely related work, including significant experience in a city or town clerk's office. Supervisory, lead, or management experience is required or strongly preferred.
Certifications and Other Requirements	Certified Municipal Clerk (CMC) designation required at the time of hire or within one year of hire, subject to eligibility. Master Municipal Clerk (MMC) designation preferred. State Certified Election Officer designation or comparable Arizona municipal election certification required at the time of hire or within a timeframe established by the Town or at the next available certification cycle, subject to eligibility. Must maintain required election certification or recertification. Notary Public designation required within 6 months of hire. Valid Arizona driver license may be required.
**	Equivalent combinations of experience and training that meet the minimum qualifications may be substituted, except where a certification is stated as required by the Town.
Reading	Work requires the ability to read administrative and technical documents, statutes, codes, ordinances, resolutions, contracts, election materials, records retention schedules, legal correspondence, and manuals.
Math	Work requires the ability to perform general math calculations such as addition, subtraction, multiplication, division, percentages, decimals, and budget-related calculations.
Writing	Work requires the ability to write correspondence, reports, procedures, agenda materials, notices, minutes, policy language, and public-facing communications, and knowledge of a variety of computer software applications.
Managerial	Planning and management responsibilities include supervising staff, managing elections, coordinating meeting agendas and packet materials, maintaining records systems, overseeing public records processes, managing Clerk's Office calendars, and ensuring continuity of operations.
Budget Responsibility	Responsible for preparing and monitoring the Town Clerk's Office budget, including election costs, public notices, transcription services, records management systems, agenda management software, training, and related outside service contracts.
Supervisory / Organizational Control	Supervises the Deputy Town Clerk and any assigned staff, temporary staff, or interns. Provides direction, training, work review, performance feedback, and coordination of Clerk's Office workload.
Complexity	Work is governed by statutes, Town Code, broad instructions, objectives, policies, and legal deadlines. Work requires substantial initiative, independent judgment, confidentiality, neutrality, accuracy, and analytical and evaluative judgment.
Interpersonal / Human Relations Skills	This position interacts with the Town Manager, Town Attorney, Mayor and Town Council, department directors, Town staff, candidates, residents, vendors, state and county agencies, professional organizations, and members of the public. Work requires professionalism, discretion, neutrality, patience, and the ability to explain complex legal or procedural requirements clearly.

OVERALL PHYSICAL STRENGTH DEMANDS:

☐ Sedentary	☒ Light	☐ Medium	☐ Heavy	☐ Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs

This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	F	Filing, making copies, and faxing
Sitting	C	Desk work
Walking	F	To and from office equipment and other departments
Lifting	F	Files, office supplies, and books
Carrying	F	Files, office supplies, and books
Pushing/Pulling	F	Doors
Reaching	F	For telephone and files
Handling	C	Paper work
Fine Dexterity	C	Computer keyboard, calculator, telephone keypad, and writing
Kneeling	O	Filing and connecting computer components
Crouching	R	Filing and connecting computer components
Crawling	R	N/A
Bending	F	Filing in lower drawers
Twisting	F	From computer to telephone to drawer
Climbing	F	Stairs
Balancing		N/A
Vision	C	Reading and use of computer monitor
Hearing	C	Communicating with external and internal customers
Talking	C	Communicating with external and internal customers
Foot Controls		N/A

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

Computer, telephone, copier, scanner, and other general office equipment

ENVIRONMENTAL FACTORS:

D = Daily	W = Several Times Per Week	M = Several Times Per Month	S = Seasonally	N = Never

HEALTH AND SAFETY		ENVIRONMENTAL FACTORS	
Mechanical Hazards	N	Extreme Temperatures	N
Chemical Hazards	N	Noise and Vibration	N
Electrical Hazards	N	Wetness/Humidity	N
Fire Hazards	N	Respiratory Hazards	N
Explosives	N	Physical Hazards	N
Communicable Diseases	N		
Physical Danger or Abuse	M		
Other (see 1 Below)	N		

PRIMARY WORK LOCATION	
Office Environment	X
Warehouse	
Shop	
Vehicle	
Outdoors	
Recreation Center	
Other (see 2 Below)	

(1)
(2)

PROTECTIVE EQUIPMENT REQUIRED:

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs

NON-PHYSICAL DEMANDS	
Time Pressures	F
Emergency Situations	O
Frequent Change of Tasks	F
Irregular Work Schedule/Overtime	F
Performing Multiple Tasks Simultaneously	F
Working Closely with Others as Part of a Team	C
Tedious or Exacting Work	F
Noisy/Distracting Environment	O
Other (see 3 below)	

(3)

Job Title: Administrative Assistant

Department: Community Services

Immediate Supervisor: Community Services Director

FLSA Status: Non-Exempt

BRIEF DESCRIPTION OF THE JOB:

Provides support services and administrative assistance for the Director and Division Supervisors of the department by performing secretarial, clerical, and administrative duties. Serves as a budget clerk, handling entry, filing, and routine monitoring for all divisions of the department. Coordinates Commission meetings by preparing packets, postings, and minutes, and assists with Commission interviews.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

	Physical Strength Code	ESSENTIAL FUNCTIONS
1	S	Provides administrative support to Department management in preparing budget materials and routine reports. Assists with bidding processes and maintains related contract files. Provides general support to managers and supervisors on projects through reporting, file management, and document coordination.
2	S	Prepares and distributes Commission Meeting packets and postings; secures meeting rooms, attends Commission meetings, transcribes Commission minutes. Prepares paperwork pertaining to Commission recruitment and attends recruitment interviews.
3	S	Provides administrative support for the day-to-day operations of the department. Reviews incoming mail, distributes it accordingly, and responds to correspondence as directed.
4	S	Prepares requisitions and receives products on purchase orders using the ERP (Enterprise Resource Planning) system. Maintains a department purchase card and codes purchases. Monitors and orders departmental supplies. Calls for equipment repair when necessary. Monitors and stocks the department's brochures and flyers in kiosks.
5	S	Provides support for the Town Hall CSRs (Customer Service Representatives); assists in participant registration and park facility bookings, and other areas as needed.
6	S	Conducts basic research and assists with assigned special projects. Responds to routine requests for information from staff and the general public, and routes matters for follow-up as appropriate.

7	S	Maintains records/documents for the department. Adheres to the records retention requirements.
8	S	Performs other related duties as assigned.

* See page 3 – Overall Physical Strength Demands

JOB REQUIREMENTS:

JOB REQUIREMENTS	
Formal Education / Knowledge	Work requires knowledge of a specific vocational, administrative, or technical nature, which may be obtained with six months/one year of advanced study or training past the high school equivalency. Junior college, vocational, business, technical or correspondence schools are likely sources. Appropriate certification may be awarded upon satisfactory completion of advanced study or training. Must be literate in Microsoft Word, Excel, PowerPoint, and Microsoft Outlook.
Experience	Minimum two years in progressively responsible administrative work.
Certifications and Other Requirements	Possess a valid driver's license for a minimum of two years with a good driving record.
**	Equivalent combination of experience and training that meet the minimum qualifications may be substituted.
Reading	Work requires the ability to read and understand reports, letters, correspondence, schedules, budget material and purchase orders.
Math	Work requires the ability to perform general math calculations such as addition, subtraction, multiplication and division.
Writing	Work requires the ability to write reports, letters, correspondence, schedules and purchase orders.
Managerial	None
Budget Responsibility	None
Supervisory / Organizational Control	None
Complexity	Work involves a variety of duties requiring attention to detail, accuracy, and the ability to follow established procedures. Tasks may involve selecting appropriate methods or approaches within clearly defined policies, standards, and guidelines.
Interpersonal / Human Relations Skills	The incumbent has regular contact with other Town staff, vendors, suppliers, and external agencies. These interactions may involve exchanging information, coordinating purchases or projects, and providing or receiving approvals. Occasional contact with professional organizations, customers, or sales representatives may also occur.

OVERALL PHYSICAL STRENGTH DEMANDS:

☒ Sedentary	☐ Light	☐ Medium	☐ Heavy	☐ Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs

This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	O	Filing, copying, assembling packet materials, and assisting the public
Sitting	F	Deskwork and meetings
Walking	O	To and from office equipment and other departments and during programs
Lifting	O	Receiving and restocking supplies
Carrying	R	Light weight equipment and office supplies
Pushing/Pulling	R	Light weight equipment
Reaching	O	For supplies and files
Handling	C	Paperwork, resolving problems associated with software systems
Fine Dexterity	C	Computer keyboard and calculator
Kneeling	O	Retrieving filing items and organizing equipment and supplies
Crouching	O	Retrieving filing items and organizing equipment and supplies
Crawling	R	Retrieving small pieces of equipment and supplies under tables
Bending	O	Retrieving filing items, small equipment, and supplies
Twisting	O	Retrieving filing items, small equipment, and supplies
Climbing	O	Stairs
Balancing	R	Filing
Vision	C	Reading, computer monitor, driving, observing work activities
Hearing	C	Communicating with staff and the general public on the telephone
Talking	C	Communicating with staff and the general public on the phone and in person
Foot Controls	O	Transcription/recording equipment

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

Computer and related software, copy machine, laminator, paper autofolder machine, binding machine, recording equipment, telephone, calculator, general office supplies, printer.

ENVIRONMENTAL FACTORS:

D = Daily	W = Several Times Per Week	M = Several Times Per Month	S = Seasonally	N = Never

HEALTH AND SAFETY		ENVIRONMENTAL FACTORS	
Mechanical Hazards	N	Extreme Temperatures	N
Chemical Hazards	N	Noise and Vibration	N
Electrical Hazards	N	Wetness/Humidity	N
Fire Hazards	N	Respiratory Hazards	N
Explosives	N	Physical Hazards	N
Communicable Diseases	N		
Physical Danger or Abuse	N		
Other (see 1 Below)	N		

PRIMARY WORK LOCATION	
Office Environment	X
Warehouse	
Shop	
Vehicle	
Outdoors	
Recreation Center	
Other (see 2 Below)	

(1)
(2)

PROTECTIVE EQUIPMENT REQUIRED:

None

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs

NON-PHYSICAL DEMANDS	
Time Pressures	F
Emergency Situations	R
Frequent Change of Tasks	F
Irregular Work Schedule/Overtime	R
Performing Multiple Tasks Simultaneously	C
Working Closely with Others as Part of a Team	C
Tedious or Exacting Work	O
Noisy/Distracting Environment	O
Other (see 3 below)	

(3)

Job Title: Groundskeeper I

Department: Community Services

Immediate Supervisor: Parks Supervisor

FLSA Status: Non-Exempt

BRIEF DESCRIPTION OF THE JOB:

Performs routine park, landscape, and grounds maintenance work in Town parks, athletic fields, and related facilities. This position assists with cleaning and maintaining landscaped areas, exterior facilities, playgrounds, courts, ramadas, restrooms, sidewalks, and athletic field areas. Work is performed under direction and includes coordination with Park Attendants and Recreation Assistants for facility setup, event support, and day-to-day park operations.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

Physical Strength Code		ESSENTIAL FUNCTIONS
1	M	Maintain park grounds by removing trash and litter, cleaning ramadas and restrooms, blowing off sidewalks and dugouts, pulling weeds, and assisting with general park cleanup.
2	M	Assist with routine landscaping tasks including planting, pruning, trimming, watering, and maintaining turf, trees, shrubs, and landscaped areas.
3	M	Prepares and cleans athletic fields, including dragging, raking, lining, painting, and setting up fields.
4	M	Perform routine maintenance and cleaning of playgrounds, tennis courts, basketball courts, volleyball courts, ramadas, walkways, and related park facilities.
5	M	Assist with irrigation maintenance by reporting problems, checking system operation, and completing basic repairs under direction.
6	L	Assist with fertilization, weed control, and pest control activities under direction of qualified staff and in accordance with safety procedures.
7	L	Assist with event, program, and facility setup and teardown in coordination with Park Attendants, Recreation Assistants, and other Community Services staff.
8	M	Inspect assigned work areas and equipment for safety concerns, report hazards, and follow established safety procedures.
9	L	Assist the Park Operations Lead, Groundskeeper II, and other staff with contractors, seasonal staff, temporary staff, and special projects as assigned.
10	S-M	Performs related duties as assigned.

* See page 3 – Overall Physical Strength Demands

JOB REQUIREMENTS:

JOB REQUIREMENTS	
Formal Education / Knowledge	Work requires knowledge necessary to understand basic operational or technical processes. Level of knowledge equivalent to four years of high school or equivalency.
Experience	One year of landscape maintenance, groundskeeping, parks maintenance, general maintenance, or related experience.
Certifications and Other Requirements	Possess a valid Arizona Driver's License for a minimum of two years with a good driving record; Playground Equipment and Safety training (within one year of hire); CPR certification; First Aid Certification preferred. The Town currently designates this job as a "safety-sensitive position." Accordingly, the Town requires satisfactory completion of a drug and alcohol screening as a condition of employment.
**	Equivalent combinations of experience and training that meet the minimum qualifications may be substituted.
Reading	Work requires the ability to read work schedules, basic equipment instructions, standard operating procedures, SDS labels, safety instructions, and equipment labels.
Math	Work requires the ability to perform general math calculations such as addition, subtraction, multiplication, and division.
Writing	Work requires the ability to fill out forms such as timesheets, leave requests, inspection checklists, and basic work records.
Managerial	None
Budget Responsibility	None
Supervisory / Organizational Control	None
Complexity	Normal tasks require use of definite procedures, with close supervision and little deviation. Work requires limited analysis.
Interpersonal / Human Relations Skills	The incumbents in this position contact others within the organization, including Parks, Recreation, and Community Services staff. These contacts are generally to coordinate work tasks, facility setup, event support, and routine operational needs.

OVERALL PHYSICAL STRENGTH DEMANDS:

☐ Sedentary	☐ Light	☒ Medium	☐ Heavy	☐ Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs

This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	F	At job site
Sitting	F	Driving Town vehicles and equipment
Walking	F	Around jobsite
Lifting	F	Tools and equipment
Carrying	O	Boxes, equipment
Pushing/Pulling	F	Equipment
Reaching	F	Trimming and general grounds maintenance
Handling	F	Equipment
Fine Dexterity	F	Landscaping, basic irrigation repair, and equipment use
Kneeling	O	Picking up trash, pulling weeds, irrigation work
Crouching	F	Picking up trash, pulling weeds, irrigation work
Crawling	R	Picking up trash, pulling weeds
Bending	F	Picking up trash, pulling weeds
Twisting	O	Picking up trash, pulling weeds, lifting equipment
Climbing	O	Ladder use
Balancing	R	On ladder
Vision	C	Observing work activities
Hearing	C	Communicating with personnel and on radio
Talking	F	Communicating with personnel and on radio
Foot Controls	O	Driving Town vehicles and operating small equipment

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

Hand tools, blowers, weed cutter, power washer, mower, utility cart, basic irrigation tools, small power equipment, and other grounds maintenance equipment.

ENVIRONMENTAL FACTORS:

D = Daily	W = Several Times Per Week	M = Several Times Per Month	S = Seasonally	N = Never

HEALTH AND SAFETY		ENVIRONMENTAL FACTORS	
Mechanical Hazards	W	Extreme Temperatures	S
Chemical Hazards	M	Noise and Vibration	M
Electrical Hazards	R	Wetness/Humidity	S
Fire Hazards	N	Respiratory Hazards	M
Explosives	N	Physical Hazards	R
Communicable Diseases	N		
Physical Danger or Abuse	N		
Other (see 1 Below)			

PRIMARY WORK LOCATION	
Office Environment	
Warehouse	
Shop	
Vehicle	
Outdoors	X
Recreation Center	
Other (see 2 Below)	

(1)
(2)

PROTECTIVE EQUIPMENT REQUIRED:

Safety glasses, gloves, hearing protection, hard hat, steel-toed shoes, dust mask, and other protective equipment as required.

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs

NON-PHYSICAL DEMANDS	
Time Pressures	F
Emergency Situations	R
Frequent Change of Tasks	O
Irregular Work Schedule/Overtime	O
Performing Multiple Tasks Simultaneously	C
Working Closely with Others as Part of a Team	C
Tedious or Exacting Work	O
Noisy/Distracting Environment	R
Other (see 3 below)	

(3)

Job Title: GIS Specialist / CAD Operator

Department: Development Services

Immediate Supervisor: Development Services Director

FLSA Status: Non-Exempt

BRIEF DESCRIPTION OF THE JOB:

The GIS Specialist / CAD Operator serves as the Town's primary subject matter expert on Geographic Information Systems (GIS) and Computer-Aided Design (CAD), providing high-level technical expertise and strategic insight into the application of geospatial technologies across municipal operations. This position is responsible for developing, maintaining, analyzing, and distributing spatial data and geospatial products. The role supports planning, infrastructure, engineering, asset management, and public service operations across departments. Working independently with minimal supervision, the GIS Specialist / CAD Operator provides professional-level expertise to all Town departments, particularly Development Services, Community Services, and Public Works, including Engineering.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

Physical Strength Code		ESSENTIAL FUNCTIONS
1	S	Design, create, and maintain GIS datasets and maps using commonly adopted municipal platforms such as ArcGIS and AutoCAD or similar. Perform complex spatial analysis, data conversion, and cartographic design to support Town initiatives, planning efforts, and decision-making. Maintain metadata and conduct rigorous quality control audits to ensure accuracy and consistency in geospatial data.
2	S	Oversee the end-to-end development, deployment, and ongoing optimization of web-based maps, dashboards, and mobile GIS tools, ensuring intuitive design and optimal performance for diverse user groups. Provide timely GIS support to Town staff and respond to data/map requests from internal departments, public agencies, developers, and residents. Convert field sketches, as-built drawings, and historical maps into digital formats using CAD and GIS tools. Assist with field data collection using GNSS receivers or drone-based imagery when applicable. Prepare Signing and Striping plans to support Town-initiated roadway projects under the direction of the Town Engineer. Provides new address assignments for new subdivisions, commercial and utility structures, and coordinates with related agencies. Assists in the preparation of survey maps, property descriptions, plans, details and exhibits related to the Town projects and Capital Improvement Program.

3	S	Lead or significantly contribute to the successful completion of complex and multi-departmental GIS projects, from initial requirements gathering through final implementation and user adoption. Proactively identify opportunities for GIS applications to improve Town operations, efficiency, and public service delivery, then develop and champion solutions. Develop and deliver targeted training and guidance to Town staff on GIS best practices, data integrity, and effective use of geospatial tools to enhance departmental capabilities. Quarterly mapping updates of town maps. Prepare and check routine survey legal descriptions. Prepare Exhibits and legal descriptions for various Easement, Right-of-Way and Real Property Acquisitions and Abandonments.
4	L	Develop and maintain comprehensive documentation for GIS standards, workflows, metadata, and procedures. Operate GIS-related hardware such as large-format plotters, scanners, GPS units, and field tablets. Support asset and infrastructure mapping, including utilities, facilities, parks, signage, and public amenities. Perform slope analysis checks. Obtains surveying and engineering field data. Performs routine surveying and engineering calculations. Performs occasional site development and public works inspections. Prepares schedules and cost estimates.
5	L	Coordinate regularly with staff in Public Works and Community Services to fulfill mapping, planning, and data integration needs. Assist in preparing legal descriptions, exhibits, and property-related maps for easements, rights-of-way, and acquisitions. Maintain engineering and planning files, including as-builts and digital drawing archives. Maintains engineering, planning and facility drawing files, as-builts and GIS. Scanning coordination of archives. Develops written and graphic standards.
6	S	Collaborates with the Mayor, Town Council, and Town Manager on a variety of high-priority initiatives. Coordinates with public agencies, regional partners, and emergency services as needed to support strategic goals and community priorities.
7	S	Performs other related duties as assigned.

* See page 3 – Overall Physical Strength Demands

JOB REQUIREMENTS:

JOB REQUIREMENTS	
Formal Education / Knowledge	Associate's degree in GIS, Geography, Engineering Technology, Urban Planning, or related field; bachelor's degree preferred.
Experience	Minimum of four (4) years of professional experience in GIS and CAD applications in a municipal or similar setting.
Certifications and Other Requirements	Preferred qualifications include GISP (Certified Geographic Information Systems Professional) designation and relevant ESRI Technical Certifications (e.g., Enterprise Geodatabase Management, ArcGIS Pro, ArcGIS Online). Exceptional ability to operate independently with minimal supervision, effectively manage multiple simultaneous projects, prioritize competing demands, and deliver high-quality results in a dynamic environment. Familiarity with scripting tools (e.g., Python, SQL) for workflow automation or analysis. Knowledge of field data collection tools and methodologies, including GNSS equipment and mobile mapping apps. Familiarity with general plan mapping, land use planning principles, and infrastructure design.
**	Equivalent combinations of experience and training that meet the minimum qualifications may be substituted.
Reading	Work requires the ability to read civil engineering design guidelines, construction specifications and details, property legal descriptions, engineering plan review submittal forms and plans.
Math	Work requires the ability to perform routine surveying and engineering calculations, general math calculations such as addition, subtraction, multiplication, and division.
Writing	Work requires the ability to write reports, property legal descriptions and general correspondence.
Managerial	None
Budget Responsibility	None
Supervisory / Organizational Control	None
Complexity	Work is governed by specific instructions, objectives and policies. Work requires the exercise of considerable initiative and independent analytical and evaluative judgment.
Interpersonal / Human Relations Skills	This position requires contact with others within the organization such as the Street Division, Community Services Department, Administration and Planning & Zoning, and Fire Department. In addition contact may be required with individuals outside the Town who may belong to professional or peer organizations. Working with various state and federal agencies may also be required of the employee. Vendors and suppliers may also be called upon for information on purchases, supplies or products. Meetings and discussions may be conducted with citizens, realtors, developers, etc.

OVERALL PHYSICAL STRENGTH DEMANDS:

☒ Sedentary	☐ Light	☐ Medium	☐ Heavy	☐ Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs

This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	O	Routine office mobility
Sitting	C	Computer work
Walking	R	To and from office equipment and other departments
Lifting	R	Plotting paper rolls, Files, office supplies, books, boxes
Carrying	R	Plotting paper rolls, Files, office supplies, books, boxes
Pushing/Pulling	R	Plotting paper rolls, Files, office supplies, books, boxes
Reaching	R	Plotting paper rolls, Files, office supplies, books, boxes
Handling	O	Plotting paper rolls, Files, office supplies, books, boxes
Fine Dexterity	F	Computer keyboard, plotters, calculator, telephone keypad, writing
Kneeling	R	Plotting paper rolls, Files, office supplies, books, boxes
Crouching	O	Plotting paper rolls, Files, office supplies, books, boxes
Crawling	N	
Bending	R	Retrieving items from lower shelves
Twisting	R	From computer to telephone
Climbing	N	
Balancing	N	
Vision	C	Reading computer monitor
Hearing	C	Communicating with personnel and general public and telephone
Talking	F	Communicating with personnel and general public and telephone
Foot Controls	N	

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

Plotter, printer, copier, planimeter, calculator, light table, label maker, multi-line telephone, binding machine, fax machine, computer and related software.

ENVIRONMENTAL FACTORS:

D = Daily	W = Several Times Per Week	M = Several Times Per Month	S = Seasonally	N = Never

HEALTH AND SAFETY		ENVIRONMENTAL FACTORS	
Mechanical Hazards	N	Extreme Temperatures	S
Chemical Hazards	N	Noise and Vibration	N
Electrical Hazards	N	Wetness/Humidity	S
Fire Hazards	N	Respiratory Hazards	S
Explosives	N	Physical Hazards	N
Communicable Diseases	N		
Physical Danger or Abuse	N		
Other (see 1 Below)	N		

PRIMARY WORK LOCATION	
Office Environment	X
Warehouse	
Shop	
Vehicle	
Outdoors	
Recreation Center	
Other (see 2 Below)	

(1)
(2)

PROTECTIVE EQUIPMENT REQUIRED:

None

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs

NON-PHYSICAL DEMANDS	
Time Pressures	F
Emergency Situations	O
Frequent Change of Tasks	C
Irregular Work Schedule/Overtime	R
Performing Multiple Tasks Simultaneously	F
Working Closely with Others as Part of a Team	C
Tedious or Exacting Work	C
Noisy/Distracting Environment	O
Other (see 3 below)	

(3)

Job Title: **Firefighter Recruit**

Department: Fire Department

Immediate Supervisor: Fire Captain or designee

FLSA Status: Non-Exempt

BRIEF DESCRIPTION OF THE JOB:

This is an entry-level training position that prepares an employee to serve as a certified Firefighter for the Fountain Hills Fire Department. The position attends and must successfully complete a departmentally acceptable fire academy; learns and practices firefighting, rescue, hazardous materials awareness, emergency medical, and fire prevention functions; participates in community service and public education activities as assigned; and ensures readiness through facility, apparatus, equipment, and personal maintenance. Work is performed under close supervision and in accordance with academy, Town, and Fire Department requirements. During the academy, day-to-day direction, training, and evaluation may be provided by an assigned Recruit Training Officer, academy instructor, or other Fire Department designee.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

Physical Strength Code		ESSENTIAL FUNCTIONS
1	VH	Participates in fire academy and related training to protect life and property by learning and practicing firefighting, rescue, emergency medical care, patient movement, hose, ladder, ventilation, forcible entry, salvage/overhaul, and incident scene support activities under direct supervision.
2	M	Assists with community services by participating in community education and/or school-based education programs, emergency medical standby and public relation services at Town special events, nonemergency services, and commercial fire safety inspection activities as assigned and under supervision.
3	VH	Performs facility, apparatus, equipment, and personal maintenance by participating in health/wellness and physical conditioning programs, performing station cleaning and grounds maintenance, assisting with vehicle inspections and minor maintenance, and conducting routine inspection and maintenance of emergency service equipment.
4	H	Maintains and develops emergency service skill levels by participating in academy instruction, regularly scheduled skill-based training exercises, continuing education programs, and review of emergency service policies, procedures, professional journals, and technical literature.

5	L	Performs general administrative and training-related functions by completing assignments, examinations, training records, logs, forms, mapping, support service activities, patient encounter documentation, and incident response data entry as assigned.
6	M	Performs other duties as assigned.

JOB REQUIREMENTS:

JOB REQUIREMENTS	
Formal Education / Knowledge	Work requires a high school diploma, GED, or equivalent and the ability to successfully complete vocational or technical fire academy training. Appropriate fire service certification may be awarded upon satisfactory completion of required academy training.
Experience	No prior firefighting experience is required. Successful completion of a departmentally acceptable fire academy is required for continued employment and advancement to Firefighter. NIMS 100, 200, 700, and 800 are required or must be obtained as directed by the Department.
Certifications and Other Requirements	Valid driver's license; at least 18 years of age; valid and active Arizona and/or National Registry Emergency Medical Technician or Paramedic certification at time of application; valid Healthcare Provider CPR certification; current CPAT from an IAFF/IAFC-licensed agency within six months of application; ability to pass annual physical and other Town and Fire Department requirements.
Fire Apparatus operation	Not required at hire as a Firefighter Recruit. Required to obtain Fountain Hills certification to drive and operate fire apparatus within one year of appointment to Firefighter, if assigned.
Reading	Work requires the ability to read academy materials, technical reports, administrative policies and procedures, operational guidelines, training manuals, maps, and codes and standards.
Math	Work requires the ability to perform general math calculations such as addition, subtraction, multiplication, division, and algebra.
Writing	Work requires the ability to complete training assignments, patient information forms, incident reports, daily activity reports, logs, professional memos, and correspondence.
Managerial	Planning responsibilities include organizing daily academy, training, and assigned station activities.
Supervisory / Organizational Control	No formal supervisory responsibility.
Complexity	Work is structured by academy, Town, and Fire Department requirements. The position requires learning procedures, analyzing situations, and exercising judgment within the limits of policies, standards, and direction from supervisors and instructors.
Interpersonal / Human Relations Skills	The incumbent contacts others within the organization, academy staff, other public safety agencies, patients, and the public. Contacts require professionalism, teamwork, clear communication, and the ability to follow direction in a structured emergency services environment.

OVERALL PHYSICAL STRENGTH DEMANDS:

☐ Sedentary	☐ Light	☐ Medium	☒ Heavy	☐ Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs

This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	F	Academy/training operations, station functions, presentations, special events
Sitting	F	Classroom training, deskwork
Walking	F	Academy/training operations, station functions, fire prevention activities
Lifting	F	Academy/training operations, patient movement, equipment movement, physical conditioning
Carrying	F	Academy/training operations, equipment movement
Pushing/Pulling	O	Training operations, physical conditioning, hoseline operations
Reaching	F	Training operations
Handling	F	Training operations, equipment movement
Fine Dexterity	O	Patient intervention skills, equipment operation
Kneeling	F	Training operations, patient intervention, station/equipment maintenance, physical conditioning
Crouching	O	Training operations, community education
Crawling	O	Academy/training operations
Bending	F	Training operations, patient intervention, station/equipment maintenance, physical conditioning
Twisting	O	Training operations, physical conditioning
Climbing	O	Ladders, station maintenance
Balancing	O	Ladder operations, vehicle inspections/maintenance, training operations
Vision	C	Training operations, station functions, deskwork
Hearing	C	Communicating with personnel, patients, instructors, and the public
Talking	C	Communicating with personnel, patients, instructors, and the public
Foot Controls	F	Driving as assigned or during training

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:
Firefighting apparatus, FF hand tools, emergency service communications, emergency medical equipment, FF power tools, rescue tools, facility, vehicle, equipment repair tools and equipment, computer and related software

ENVIRONMENTAL FACTORS:

D = Daily	W = Several Times Per Week	M = Several Times Per Month	S = Seasonally	N = Never

HEALTH AND SAFETY		ENVIRONMENTAL FACTORS	
Mechanical Hazards	D	Extreme Temperatures	D
Chemical Hazards	D	Noise and Vibration	D
Electrical Hazards	D	Wetness/Humidity	D
Fire Hazards	D	Respiratory Hazards	D
Explosives	D	Physical Hazards	D
Communicable Diseases	D		
Physical Danger or Abuse	D		
Other (see 1 Below)	S		

PRIMARY WORK LOCATION	
Office Environment	
Warehouse	
Shop	
Vehicle	
Outdoors	X
Recreation Center	
Other (see 2 Below)	X

(1) Snakes
(2) Emergency Scenes, Fire Station

PROTECTIVE EQUIPMENT REQUIRED:
Firefighting protective ensemble including SCBA, infectious disease protective equipment.

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs

NON-PHYSICAL DEMANDS	
Time Pressures	F
Emergency Situations	F
Frequent Change of Tasks	F
Irregular Work Schedule/Overtime	O
Performing Multiple Tasks Simultaneously	F
Working Closely with Others as Part of a Team	F
Tedious or Exacting Work	O
Noisy/Distracting Environment	F
Other (see 3 below)	F

(3) Interruption of sleep and meals

Job Title: Battalion Safety Officer
Department: Fire Department
Immediate Supervisor: Battalion Chief
FLSA Status: Non-Exempt

BRIEF DESCRIPTION OF THE JOB:

This position supports emergency incident operations and department safety by functioning as an operational safety officer within the Incident Command System for the Fountain Hills Fire Department. The Battalion Safety Officer protects life and property by monitoring incident-scene safety, identifying hazards, advising the Incident Commander and Battalion Chief on risk mitigation, supporting personnel accountability, and assisting with emergency medical, fire suppression, rescue, hazardous materials, wildland, and other all-hazard responses. The position also supports training, after-action review, injury and exposure documentation, safety inspections, wellness and injury prevention efforts, operational readiness, and compliance with department operational guidelines, safety standards and practices. This position performs related work as required.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

	Physical Strength Code	ESSENTIAL FUNCTIONS
1	H	Responds to emergency incidents and functions within the Incident Command System as assigned, with primary responsibility for monitoring personnel safety, identifying unsafe conditions, evaluating risk, and communicating safety concerns to the Incident Commander and Battalion Chief.
2	H	Evaluates incident-scene hazards related to fire suppression, emergency medical service, traffic and roadway operations, wildland incidents, hazardous materials, technical rescue, structural conditions, electrical hazards, heat exposure, rehabilitation, and other all-hazard emergency operations; recommends appropriate control measures and operational adjustments.
3	M	Supports the Battalion Chief and Incident Commander by assisting with personnel accountability, crew safety, resource awareness, incident documentation, rehabilitation coordination, exposure concerns, and post-incident safety follow-up.
4	H	Protects life and property through emergency incident response by performing firefighting, rescue, emergency medical, hazardous materials, and related incident scene activities as assigned and within the limits of training, certification, department policy, and operational guidelines.
5	M	Performs administrative safety functions by documenting safety observations, exposure concerns, on-duty injury information, near-miss issues, after-action review items, corrective actions, and safety-related recommendations.
6	M	Supports department safety training and professional development by assisting with safety topics, operational drills, incident safety officer training, after-action review, near-miss review, OSHA/ADOSH-related safety requirements, and reinforcement of department operational guidelines.

	Physical Strength Code	ESSENTIAL FUNCTIONS
7	M	Assists with review of facilities, apparatus, equipment, personal protective equipment, and work practices to identify safety concerns, recommend corrective action, and support operational readiness.
8	L	Facilitates communication with shift personnel, Fire Administration, Human Resources/Risk Management, regional safety partners, outside agencies, and other Town departments to support safety, training, wellness, and injury prevention efforts.
9	H	Maintains emergency services skill level by participating in regularly scheduled skill-based training exercises, continuing education programs, health and wellness activities, physical conditioning, and review of current emergency service professional journals and technical literature.
10	M	Performs other duties as assigned.

* See page 3 – Overall Physical Strength Demands

JOB REQUIREMENTS:

JOB REQUIREMENTS	
Formal Education / Knowledge	Work requires knowledge of a specific vocational, administrative, or technical nature which may be obtained with six months/one year of advanced study or training past the high school equivalency. Junior college, vocational, business, technical or correspondence schools are likely sources. Appropriate certification may be awarded upon satisfactory completion of advanced study or training.
Experience	Minimum of five years of experience in the fire service, including at least twelve months of experience serving as a Captain, Acting Captain, Lieutenant, or equivalent company officer/operational leadership role. Company officer experience is preferred.
Certifications and Other Requirements	Valid Arizona Operator's Driver's License; Firefighter I/II; Arizona State Certified Emergency Medical Technician or Paramedic; Hazardous Materials Operations; Basic Wildland Firefighting; Incident Safety Officer certification; NIMS/ICS 100, 200, 300, 400, 700, and 800. Fire Instructor I, Fire Officer I or II, FDSOA Incident Safety Officer certification, and Regional Battalion Chief Academy preferred; completion of Regional Battalion Chief Academy within twelve months of appointment is expected if not completed at time of appointment. Ability to pass annual physical. Ability to maintain required certifications and operate within department operational guidelines.
**	Equivalent combinations of experience and training that meet the minimum qualifications may be substituted.
Reading	Work requires the ability to read professional journals, technical reports, administrative policies and procedures, operational guidelines, training manuals, maps, incident documents, safety data sheets, codes, standards, and safety-related laws or regulations.
Math	Work requires the ability to perform general math calculations such as addition, subtraction, multiplication, division, percentages, and basic algebra.
Writing	Work requires the ability to write incident reports, patient information forms, daily activity shift reports, safety observations, exposure documentation, injury or near-miss documentation, after-action review notes, professional memos, correspondences, and recommendations.
Managerial	Planning responsibilities include organization and prioritization of incident safety activities, assigned safety projects, training support, safety reviews, inspections, after-action follow-up, customer service requests or issues, and department short- and long-range planning as assigned.
Budget Responsibility	The incumbent conducts research, compiles data, obtains cost estimates, prepares recommendations, and may assist with monitoring budget expenditures related to assigned safety, training, equipment, or operational readiness needs.
Supervisory / Organizational Control	Work requires functioning as an operational safety officer and lead worker within assigned responsibilities; includes advising command, communicating safety concerns, directing immediate safety corrections when unsafe conditions are identified, assisting with training, and coordinating safety-related work with supervisors and personnel.
Complexity	Work is governed by broad instructions, objectives, policies, operational guidelines, and safety standards. Work requires the exercise of considerable initiative and independent analytical and evaluative judgment, including judgment under emergency conditions.
Interpersonal / Human Relations Skills	The incumbents in this position contact others within the organization. These contacts may involve similar work units or departments within the Town such as Police which may be involved in decision making or providing approval or decision-making authority for purchases or projects. In addition, these incumbents work with individuals outside the Town who may belong to professional or peer organizations. Working with various state and federal agencies may also be required of the employee. Vendors and suppliers may also be called upon for information on purchases, supplies, products, training, or safety equipment. Meetings and discussions may be conducted with customers, brokers, sales representatives, regional fire service partners, and safety or risk management representatives.

OVERALL PHYSICAL STRENGTH DEMANDS:

[ ] Sedentary	[ ] Light	[ ] Medium	[X] Heavy	[ ] Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10 lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs

This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	F	Incident operations, station functions, presentations, inspections, special events
Sitting	F	Deskwork, meetings, incident documentation, incident command vehicle or field observation
Walking	F	Incident operations, station functions, facility/safety reviews, commercial inspections, training
Lifting	F	Incident operations, patient movement, equipment movement, physical conditioning
Carrying	F	Incident operations, equipment movement
Pushing/Pulling	O	Incident operations, physical conditioning, hoseline operations
Reaching	F	Incident operations, equipment movement
Handling	F	Incident operations, equipment movement
Fine Dexterity	O	Patient intervention skills, radio/computer use, equipment checks, safety documentation
Kneeling	F	Incident operations, patient intervention, station/vehicle maintenance, physical conditioning
Crouching	O	Incident operations, safety reviews, community education
Crawling	O	Incident response, training, limited-access safety assessments
Bending	F	Incident operations, patient intervention, station/vehicle maintenance, physical conditioning
Twisting	O	Incident response, physical conditioning, equipment movement
Climbing	O	Ladders, apparatus, station functions, incident safety observation as assigned
Balancing	O	Ladder operations, vehicle inspections/maintenance, uneven terrain, incident operations
Vision	C	Incident response, hazard observation, station functions, driving, maps, deskwork
Hearing	C	Communicating with personnel, patients, telephone, radio communications
Talking	C	Communicating with personnel, patients, telephone, radio communications
Foot Controls	F	Driving

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

Firefighting apparatus, FF hand tools, emergency service communications, emergency medical equipment, FF power tools, rescue tools, facility, vehicle, and equipment repair tools and equipment, personal protective equipment, SCBA, safety monitoring equipment, mapping and incident documentation tools, computer and related software, and general office equipment.

ENVIRONMENTAL FACTORS:

D = Daily W = Several Times Per Week M = Several Times Per Month S = Seasonally N = Never

HEALTH AND SAFETY ENVIRONMENTAL FACTORS			
Mechanical Hazards	D	Extreme Temperatures	D
Chemical Hazards	D	Noise and Vibration	D
Electrical Hazards	D	Wetness/Humidity	D
Fire Hazards	D	Respiratory Hazards	D
Explosives	D	Physical Hazards	D
Communicable Diseases	D	Physical Danger or Abuse	D
Other (see 1 Below)	S		

(1) Snakes; traffic and roadway incidents; emergency scenes; fire station.

PROTECTIVE EQUIPMENT REQUIRED:

Firefighting protective ensemble including SCBA, infectious disease protective equipment, eye and hearing protection, traffic safety vest, wildland PPE, and other protective equipment as assigned.

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs

NON-PHYSICAL DEMANDS	
Time Pressures	F
Emergency Situations	F
Frequent Change of Tasks	F
Irregular Work Schedule/Overtime	O
Performing Multiple Tasks Simultaneously	F
Working Closely with Others as Part of a Team	F
Tedious or Exacting Work	O
Noisy/Distracting Environment	F
Other (see 3 below)	F

(3) Interruption of sleep and meals; decision-making under emergency conditions.

PRIMARY WORK LOCATION

Office Environment	Warehouse	Shop	Vehicle	Outdoors	Recreation Center	Other (see 2 Below)
X			X	X		X

(2) Emergency scenes, fire station, training sites, and other Town or regional fire service locations as assigned.

EXHIBIT C
TO
RESOLUTION NO. 2026-15

[2026-27 Comprehensive Fee Schedule]
See following pages

TOWN OF FOUNTAIN HILLS
COMPREHENSIVE FEE SCHEDULE
FISCAL YEAR 2026-2027

Description	Adopted Fee	Units
Clerk		
Campaign Fees:		
Pro/Con Argument Fee	$200.00	per request
Campaign Finance - Late Filing Fee	$10.00	per business day
Community Services		
Parks Fees		
Park Rental Fees - Resident/Non-Profit:		
Standard Ramada - 2 hour minimum	$20.00	per hour
Saguaro Ramada - 2 hour minimum	$40.00	per hour
Meeting Rooms 2 hour minimum	$15.00	per hour
Athletic Fields - 2 hour minimum	$20.00	per hour
Sports Courts - 1 hour reservation	$10.00	per hour
Half Day Open Park space, including Amphitheater, Avenue of the Fountains Plaza, Plaza Fountainside Ramada, Great Lawn, Centennial Circle and other lawns	$800.00	flat fee
Full Day Open Park space, including Amphitheater, Avenue of the Fountains Plaza, Plaza Fountainside Ramada, Great Lawn, Centennial Circle and other lawns	$1,500.00	flat fee
Park Rental Fees - Non-Resident/Commercial:		Renters - Nonresident
Small Ramada - 2 hour minimum	$30.00	per hour
Saguaro Ramada - 2 hour minimum	$50.00	per hour
Meeting Rooms 2 hour minimum	$20.00	per hour
Athletic Fields - 2 hour minimum	$30.00	per hour
Sports Courts - 1 hour reservation	$15.00	per hour
Half Day Open Park space, including Amphitheater, Avenue of the Fountains Plaza, Plaza Fountainside Ramada, Great Lawn, Centennial Circle and other lawns	$1,350.00	flat fee
Full Day Open Park space, including Amphitheater, Avenue of the Fountains Plaza, Plaza Fountainside Ramada, Great Lawn, Centennial Circle and other lawns	$2,350.00	flat fee
Park Rental Fee Extras:		
Power Distribution Box Rental Fee & Deposit	$25.00 plus $200 deposit	per box per day
Quick Coupler	$25.00 plus $200 deposit	per box per day
Athletic Field Lights (2 hour minimum)	$15.00	per hour per field
Athletic Field Prep – Baseball/Softball	$30.00	per field
Athletic Field Prep – Soccer/Football	$500.00	per field
Batting Cage Rental - 1 hour	$10.00	per hour
Pitching Mound Rental	$30.00	per use
Ball Field Fencing Rental	$25.00	per use
Alcohol Permit with Park Reservation (NON-REFUNDABLE)	$20.00	per permit
Staff - 2 hour minimum	$55.00	per hour per staff member
Community Center Fees		
Community Center Rentals - Resident/Non-Profit:		
Weekday Rates: Monday thru Thursday		
Classrooms - Minimum 2 hours	$25.00	per hour
Ballroom - Per Ballroom; Minimum 4 hours	$50.00	per hour
Lobby - Minimum 4 hours	$50.00	per hour

Description	Adopted Fee	Units
Weekend Rates: Friday & Saturday (no rentals on Sunday)		
Ballroom - Per Ballroom; Minimum 2 Ballrooms for 4 hours	$75.00	per hour
Lobby - Minimum 4 hours	$75.00	per hour
Ballroom Damage Deposit	$100.00	per Ballroom
NonVetted Caterer	$100.00	per rental
NonVetted Bartender	$100.00	per rental
Community Center Rentals - Non-Resident/Commercial:		
Weekday Rates: Monday thru Thursday		
Classrooms - Minimum 2 hours	$50.00	per hour
Ballroom - Per Ballroom; Minimum 2 Ballrooms for 4 hours	$100.00	per hour
Lobby - Minimum 4 hours	$100.00	per hour
Weekend Rates: Friday & Saturday (no rentals on Sunday)		
Ballroom - Per Ballroom; Minimum 4 hours	$150.00	per hour
Lobby - Minimum 4 hours	$150.00	per hour
Ballroom Damage Deposit	$100.00	per Ballroom
NonVetted Caterer	$100.00	per rental
NonVetted Bartender	$100.00	per rental
Community Center Extra Service Fees:		
Video Projector	$55.00	per rental
Flat Screen TV	$55.00	per rental
Small Screen	$55.00	per rental
Large Screen (8' x 10')	$55.00	per rental
Ping Pong Table	$55.00	per rental
Sound Reinforcement		
Wireless Microphones	$25.00	per rental
Portable Sound System (Includes Mixing Board and/or Portable Speaker)	$85.00	per rental
Electricity (per booth)	n/a	
Portable White Board	$5.00	per rental
Walker Display Board	$5.00	per rental
Items for Sale	$5.00	per rental
Miscellaneous	n/a	
Dance Floor - per 4' x 4' parquet square (16' x 16')	$225.00	per rental
Dance Floor - per 4' x 4' parquet square (20' x 20')	$280.00	per rental
Dance Floor - per 4' x 4' parquet square (24' x 24')	$325.00	per rental
Staging 6' x 8' section (1 piece)	$25.00	per rental
Coffee Service	$30.00	per request
Portable Bar	$50.00	per request
Labor Charges	$55.00	per hour per staff
MCSO Charges - Minimum 4 hours	Actual Cost	pre-paid/no refunds
Piano Tuning	Actual Cost	pre-paid/no refunds
Drop-In Fee for Presentations/Classes	$5.00	per presentation/class
Senior Services Annual Membership Fees:		
Resident	$35.00	per year
Non - Resident	$50.00	per year

Special Event Fees

Special Events Permits:		
Special Event Permits - Food/Event Vendors		

TOWN OF FOUNTAIN HILLS
COMPREHENSIVE FEE SCHEDULE
FISCAL YEAR 2026-2027

Description	Adopted Fee	Units
Application Fee	Up to $500.00	based on event size
Special Event Permits - Business/Commercial		
Application Fee - Business (If submitted at least 60 days prior to the event date)	$300.00	per application
Application Fee - If submitted 59 days or less prior to the event date	$550.00	per application
Permit Fee	$50.00	per application
Special Event Permits - Non-Profit		
Application Fee - Charitable Organization (If submitted at least 60 days prior to the event date)	$150.00	per application
Application Fee - If submitted 59 days or less prior to the event date	$275.00	per application
Permit Fee	$50.00	per application
Special Event Permits - Extra Fees		
Special Event Liquor Application Fee	$25.00	per application
Special Event Permits - Park Fee (Open Park space, including Amphitheater, Avenue of the Fountains Plaza, Plaza Fountainside Ramada, Great Lawn, Centennial Circle and other lawns)		
Non-Profit:		
Small Event	$400.00/$750.00	half day/full day
Medium Event	$2,500.00	full day
Large Event	$3,500.00	full day
Business/Commercial:		
Small Event	$750.00/$1,400.00	half day/full day
Medium Event	$2,500.00	full day
Large Event	$3,500.00	full day
Special Event Permits - Deposit		
Events with less than 1,000 attendance	$500.00	per event
Events with 1,000 - 1,999 attendance	$1,000.00	per event
Events with 2,000 - 5,000 attendance	$2,500.00	per event
Events with over 5,000 attendance	$5,000.00	per event
Special Event Permit Fees - Road Closure Admin Fees		
Events with less than 1,000 attendance	$500.00	per event
Events with 1,000 - 1,999 attendance	$750.00	per event
Events with 2,000 - 5,000 attendance	$1,000.00	per event
Events with over 5,000 attendance	$1,500.00	per event
Special Event Permit Fees - Vendor Compliance Fine		
First time penalty	$250.00	per incident
Recurring penalty	$750.00	per incident
Film permit application	$85.00	per application
Electronic message board rental	$150 per message board (maximum 2)	per event
Small, non-vehicular special event sign rental	$25 for up to 10 signs plus $100 deposit	per event

Municipal Court Fees		
Court Enhancement fee	$50.00	per incident (ARS 22-404E)
Non-Sufficient Funds (checks returned to Court)	$50.00	per check
Public Defender	Actual costs for appointed attorney	
Jail Reimbursement	Actual costs billed by County for jail time served	
Jury Costs (assessed if jury trial canceled within five days of trial)	Actual administrative costs	
Civil Traffic Default	$50.00	per incident

TOWN OF FOUNTAIN HILLS
COMPREHENSIVE FEE SCHEDULE
FISCAL YEAR 2026-2027

Description	Adopted Fee	Units
Warrant	$65.00	per warrant issued
Diversion Program Fee	$150.00	per case (ARS 9-500.22)
Diversion Program Rescheduling	$30.00	per incident
Probation fee - Maricopa County Fee	$150.00	per year
Order modification fee	$25.00	per modification
Contract administration fee	$10.00	per contract or modification
Court Clerk	$17.00	per request (ARS 22-404)
Court User	$10.00	per charge
Public Records Search	$17.00	per name (ARS 22-404)
Certified Copies	$17.00	per copy

Development Services		
Planning Fees		
Administrative Use Permit/Temporary Sign Permit	$50.00	per request
Appeal of a Decision by the Zoning Administrator	$1,530.00	per appeal
Comprehensive Sign Plans and amendments	$280.00	per request
Commercial/Industrial/Multi-Family Site Plan Review	$680.00 for first 5,000 square feet of property, then $130.00 for every thousand square feet thereafter	
Minor Site Plan Amendment	25% of Site Plan Review Fee	per request
Continuance at Applicant Request	$140.00	per request
Cut & Fill Waiver	$350.00	per request
Development Agreements	$3,975.00 for up to 5 acres, plus $795.00 per acre thereafter	
Development Agreements - Amendment	$1,900.00 for up to 5 acres plus $380.00 per acre thereafter	
Final Plats	$1,690.00 for up to 10 lots plus $169 per lot thereafter	
General Plan Amendments - Minor	$2,500.00 for the first 5 acres plus $500.00 per acre thereafter	
General Plan Amendments - Major	$3,760.00 for the first 40 acres plus $94.00 per acre thereafter	
Hillside Protection Easement (HPE)	$170.00 Plus recording fees	
Golf Ball Fence, Administrative Review	$280.00	per review
Landscape Plan Review	$50.00	per review
Public Notice in Newspaper (for all actions requiring newspaper notifications)	$260.00 (1)	
Notification fee (for all actions requiring mailed notifications)	$175.00 (2)	
Planned Area Developments (PAD)	$3,620.00 for the first 5 acres plus $725.00 per acre thereafter	
Planned Area Developments (PAD) - Amendment	$1,850.00 for the first 5 acres plus $370.00 per acre thereafter	
Plat Abandonments	$1,150.00 plus County Fees (3)	
Preliminary Plats	$2,045.00 for the first 10 lots, plus $205.00 per lot thereafter	
Recording Fees (subject to change without notice)	$150.00	per request
Replats (lot joins, lot divisions, lot line adjustments)	$575.00	
Rezones (Map)	$3,623.00 up to 10 acres plus $360.00 per acre thereafter	
Saguaro Cactus Permit	$110.00	per permit
Special Use Permits (SUP) and amendments	$2,000.00	

Description	Adopted Fee	Units
SUP Patio Covers	10% of SUP Fee	
Temporary Use Permits	$230.00 plus notification	
Temporary Visitor Permit (RV Parking):	$50.00	per permit
Tract Housing	$325.00 plus $100.00 per façade	
Variances	$1,190.00 for the first variance plus $300.00 for each additional variance	
Zoning Verification Letter	$280.00	per verification
Community Residence Registration	$350.00	per registration
Community Residence Annual Renewal	$250.00	per renewal

(1) Plus actual newspaper posting costs
(2) Plus $5 per mailing label
(3) Minimum $150 recording fee

Building Fees

Building Permit/Plan Check Single Family Residential:		
Single Family Homes & Additions (Includes Permit and Plan Review)		
Livable Area with A/C	$0.73	square feet
Covered Area: Garage and/or Patio (non A/C)	$0.55	square feet
Single Family Remodel	$0.24	square feet
Single Family Remodel non A/C	$0.15	square feet
Specialized Permits (Includes Permit and Plan Review)		
Solar Photovoltaic	$150.00	per request
Fence Walls	$200.00 for first 100 feet plus $2.00 per linear foot thereafter	
Retaining Walls	$300.00 for 100 linear feet plus $3.20 per linear foot thereafter	
Pools & Spas Attached	$320.00 up to 450 square feet plus $0.72 per square foot above 450	
Stand Alone Spas	$140.00	per request
Landscape Deposit	$2,500.00 refundable deposit. Deposit required for Certificate of Occupancy (C of O) if landscaping is not installed; refundable upon landscaping approval by Town within six (6) months.	
Miscellaneous Plan Review or Inspection (1 hour minimum)	$115.00	per hour
One Discipline Permit	$140.00	per permit
Addendum	$115.00	per addendum
Demolition (minor)	$60.00	per request
Third-Party or Expedited Plan Review & Inspections	Actual costs for third party	
Plan Review Add On (After 3rd Review)	50% of Bldg Permit/Plan Review Fee	
Reinspection Fee	$170.00	per inspection
Permit Extensions - Residential new and additions (If Town has all records and within current Code cycle)	$460.00	per extension
Permit Extensions - Residential remodel only (If Town has all records and within current Code cycle)	$120.00	per extension
Penalty for failure to obtain a building permit	100% of Bldg Permit/Plan Review Fee	per incident
Refund for cancelled Building permit (must be done in writing)	35% of building permit fee paid - request must be made within 180 days of original payment	per request

TOWN OF FOUNTAIN HILLS
COMPREHENSIVE FEE SCHEDULE
FISCAL YEAR 2026-2027

Description	Adopted Fee	Units
Building Permit/Plan Check Commercial:		
Commercial/Tenant Building Permit & Additions (Includes Permit and Plan Review)		
Area with A/C	$0.80	per square foot
Covered Area (non A/C)	$0.65	per square foot
Commercial Remodel (Existing)		
Area with A/C	$585.00 for 3,000 square feet plus $0.20 per square foot thereafter	
Covered Area (non - A/C)	$275.00 for 3,000 square feet plus $0.09 per square foot thereafter	
Apartments/Condominiums		
Livable Area with A/C	$1.10	per square foot
Covered Area (non - A/C)	$0.75	per square foot
Landscape Plan Review	$50.00	per request
Miscellaneous Permits (Plan Review Fee is Separate)	$13.00	per permit
Minimum Permit (one discipline)	$140.00	per permit
Sign Permit, less than 32 square feet (New/Modified)	$85.00	per permit
Sign Permit, 32 or greater square feet (New/modified)	$105.00	per permit
Miscellaneous Plan Review or Inspection (1 hour minimum)	$115.00	per hour
Revisions to Approved Plans	$170.00	per hour
Plumbing - Water heater replacement/solar (minor)	$140.00	per request
Mechanical - HVAC replacement (minor)	$140.00	per request
Electrical - panel repair (minor)	$150.00	per request
Demolition (minor)	$60.00	per request
Third-Party or Expedited Plan Review & Inspections	Actual costs for third party	
Plan Review Add On (After 3rd Review)	50% of Bldg Permit/Plan Review Fee	per review
Reinspection Fee	$170.00	per inspection
Permit Extensions - Commercial new construction only (If Town has all records and within current Code cycle)	$460.00	per extension
Permit Extensions - Commercial remodel only (If Town has all records and within current Code cycle)	$120.00	per extension
Penalty for failure to obtain a building permit	100% of Bldg Permit/Plan Review Fee	per incident
Refund for cancelled Commercial Building permit (must be done in writing)	35% of building permit fee paid - request must be made within 180 days of original payment	per request
Appeal of Decision by Building Official/Fire Marshal	$1,000.00 All fees include up to 3 reviews by staff. Any additional reviews will be subject to an additional fee equal to 25% of the original fee.	
Public Art Contribution Fee*		
Commercial Construction Projects of $1 million or less	1% of construction cost	per project
Commercial Construction Projects between $1 million and $10 million	0.75% of construction cost	per project
Commercial Construction Projects above $10 million	0.50% of construction cost	per project

*The Town will calculate the Total Construction Cost based on the standards in the building code for purposes of determining the fee. That amount calculated will be posted on the permit application.

Development Fees (Adopted by Resolution 2026-01)

TOWN OF FOUNTAIN HILLS
COMPREHENSIVE FEE SCHEDULE
FISCAL YEAR 2026-2027

Description	Adopted Fee	Units
Single Family Residential	$8,816.00	per dwelling
Multi - Family Residential	$5,462.00	per dwelling
Commercial	$4,815.00	per 1,000 square feet
Office	$4,503.00	per 1,000 square feet
Institutional	$4,719.00	per 1,000 square feet
Industrial	$2,095.00	per 1,000 square feet
(Above fees are split between Parks & Recreation, Fire, and Streets development fees. See Resolution for allocations.)		

Development Services - Miscellaneous

Maps:		
8 1/2" x 11"	$3.00	per map
11" x 17" Street/Index Map "Typical"	$5.00	per map
11" x 17" Aerial Site Plan	$18.00	per map
24" x 36" Custom Map	$20.00	per map
36" x 36" Bldg/Plat/Zoning Map	$25.00	per map
60" x 60" Street/Bldg/Develop/Plat/Plot	$35.00	per map
Map Book	$100.00	per map book
Other:		
Easement or Right-of-Way Abandonment	$730.00	per request
Hillside Protection Reconfiguration and/or Replacement of Hillside Protection Easement	$350.00	per request
Revocation Administrative Fee	$60.00	per request
Engineering Plan Review Fee / Final Plat Improvement	$1,610.00	per request
New/Address Change	$50.00	
Third-Party or Expedited Plan Review & Inspections	Actual costs for third party	
Inspections not associated with an active Building Permit	$60.00	per inspection
Off-Hours Inspections (Nights & Weekends)	$85.00	per inspection

Fire Fees

Residential Automatic Sprinkler System Plan Review/Inspection	$340.00 for up to 4,400 square feet then $0.08 per square foot	
Commercial Automatic Sprinkler System Plan Review/Inspection	$340.00 for the first 3,000 square feet then $0.11 per square foot	
Commercial Auto Sprinkler System Modification Plan Review/Inspection	$195.00	per request
Commercial Hood System Plan Review/Inspection	$290.00	per request
Commercial Fire Alarm System Plan Review/Inspection	$385.00	per request
Commercial Fire Alarm System Modification Plan Review/Inspection	$385.00	per request
Residential LPG Installation Review/Inspection	$170.00	per request
Annual Adult Residential Group Care Inspection	$130.00	per request
Annual Commercial Fire Inspection Fee	$0.00	per request
Tent Permit Fee (any tent over 200 square feet & any canopy over 400 square feet)	$65.00	per request
Reinspection Fee (beyond one re-check)	$150.00	per request
Inter-Agency Educational Charges	Actual Cost	pre-paid
Fire Dept Personnel - 4 hour minimum	$55.00	per hour

TOWN OF FOUNTAIN HILLS
COMPREHENSIVE FEE SCHEDULE
FISCAL YEAR 2026-2027

Description	Adopted Fee	Units
Abatement Fees:		
Inspection fee	$340.00	per hour
Reinspection fee	$340.00	per inspection

Finance		
Services:		
Notarization	$10.00	per request
Affix Town Seal	$5.00	per request
Returned Check Fee	$50.00	per check
Convenience Fee - credit card payment	$4.00	per transaction
Art Commission	$35.00	per transaction
Copies		
Photocopies 8 1/2 x 11	$0.65	per page
Photocopies 8 1/2 x 14	$0.70	per page
Photocopies 11 x 17	$0.75	per page
Reports:		
License Report (Non - Commercial Use)	$30.00	CD or hard copy
License Report (Commercial Use)	$30.00	CD or hard copy
Business License Fees:		
New Business License	$50.00	per application and first year fee - non-refundable
Annual renewal fee for business within the Town limits	$35.00	per renewal
Annual renewal fee for business without a fixed place of business within the Town limits	$50.00	per renewal
Late fee for renewal of business license fee	25% of renewal fee	per renewal
Late fee for renewal of mobile food vendor license fee	10% of renewal fee	per renewal
Penalty for operating a business without a license	$150.00	per incident
Peddlers, solicitors and mobile merchants	$250.00	calendar quarter or fraction thereof - non-refundable
Mobile Food Vendor License	$250.00	per year
Annual renewal fee for Mobile Food Vendor within Town limits	$250.00	per renewal
Peddler investigation fee (per person)	$55.00	per person
Promoters of entertainments, circuses, bazaars, etc., who receive a percentage of receipts or other consideration for their services. Each such promoter shall also obtain liability insurance of a minimum of $1 million naming the Town as insured.	$150.00	per week
Handbill Distributor	$50.00	per day
Amusement Company, such as ferris wheel, merry - go - round, etc., not part of a circus. Tent Show. Wrestling Exhibition. Road Show, Carnival or Circus.	$150.00	per day
Practice of palmistry, phrenology, astrology, fortune telling, mind reading, clairvoyancy, magic or any healing practices not licensed by the State of Arizona, or any similar calling without a fixed place of business	$50.00	per day
Duplicate Business License	$15.00	per request
Verification of License Letter	$15.00	per request
False Alarm Service Charges:		
First and Second	$0.00	each
Third	$100.00	each
Fourth	$150.00	each
Fifth and Sixth	$175.00	each

Description	Adopted Fee	Units
Seventh or more	$275.00	each
Wireless Communications:	Per State Statute	
Wireless Tower Lease	$4.75	per square foot
Lease Agreement Application Fee, each location	$285.00	per location - non-refundable
Amendments to Cell Tower Lease Agreements	$285.00	per location - non-refundable
Small Cell Wireless Facilities: (all fees are non-refundable)		
ROW Use Fee	$50.00	year x number of small wireless facilities (SWF)
Authority utility pole attachment	$50.00	year per utility pole attachment
Small Wireless Facilities (SWF) collocation	$100.00	per SWF up to five
Small Wireless Facilities (SWF) collocation	$50.00	for SWF over five
Batched applications for up to 25 SWF's	$100.00	per SWF up to five
Batched applications for up to 25 SWF's	$50.00	per SWF 6 - 25 sites
Applications for new, replacement or modified utility poles NOT subject to zoning review	$750.00	per application
Applications for new, replacement or modified utility poles and collocation of wireless facilities subject to zoning review	$1,000.00	per application
Alcohol License Application:		
Person Transfer Fee	$200.00	per request
Location Transfer Fee	$200.00	per request
Probate/Will Assignment/Divorce Decree	$200.00	per request
Extension of Premise	$200.00	per request
Sampling Permit	$200.00	per request
Acquisition of Control/Restructure/Agent Change	$200.00	per request
Initial/Interim Application Fee		
01 - In State Producer	$600.00	per request
02 - Out of State Producer	$600.00	per request
03 - Domestic Microbrewery	$600.00	per request
04 - In State Wholesaler	$600.00	per request
05 - Government	$600.00	per request
06 - Bar, All Spirituous Liquors	$600.00	per request
07 - Beer & Wine Bar	$600.00	per request
08 - Conveyance	$600.00	per request
09 - Liquor Store	$600.00	per request
10 - Beer & Wine Store	$600.00	per request
11 - Hotel/Motel	$600.00	per request
12 - Restaurant	$600.00	per request
13 - Domestic Farm Winery	$600.00	per request
14 - Private Club	$600.00	per request
Alcohol Permit Renewal	$200.00	per year
Short-Term/Vacation Rentals		
Annual Registration Fee	$250.00	per year

Public Works		
Excavations/In-Lieu Fees:		
Base fee	$250.00	Per excavation
Trench cut fees:		
Newly paved or overlayed 0 - 1 yrs.	$55.00	per linear foot

TOWN OF FOUNTAIN HILLS
COMPREHENSIVE FEE SCHEDULE
FISCAL YEAR 2026-2027

Description	Adopted Fee	Units
Newly paved or overlayed 1 - 2 yrs.	$45.00	per linear foot
Newly paved or overlayed 2 - 3 yrs.	$35.00	per linear foot
Newly paved or overlayed 3 - 4 yrs.	$25.00	per linear foot
Newly paved or overlayed 4 - 5 yrs.	$15.00	per linear foot
Newly paved or overlayed 5 - 6 yrs.	$10.00	per linear foot
Slurry or chip sealed 0 - 2 years	$4.00	per linear foot
Pavement replacement greater than 300 feet in length	$2.50	per square yard
Utility Pit fees:		
Newly paved or overlayed 0 - 1 yrs.	$5.50	per square foot
Newly paved or overlayed 1 - 2 yrs.	$4.50	per square foot
Newly paved or overlayed 2 - 3 yrs.	$3.50	per square foot
Newly paved or overlayed 3 - 4 yrs.	$2.50	per square foot
Newly paved or overlayed 4 - 5 yrs.	$1.50	per square foot
Newly paved or overlayed 5 - 6 yrs.	$1.00	per square foot
Slurry or chip sealed 0 - 2 years	$5.00	per square foot
Adjustment (MH, valve, monument, etc.)	$500.00	each
Striping	$3.00	per linear foot
Lane Markers	$175.00	each
Stop Bars	$3.00	per linear foot
Crosswalks	$3.00	per linear foot
RPMs	$7.00	each
Seal-Coat	$3.00	per square yard
Encroachment/Engineering Permits:		
Base Permit Fee	$200.00	
2"/6" Paving A.C.	$2.25	per square yard
Permanent Barricading	$220.00	each
Guard Rail/Hand Rail	$1.50	per linear foot
Survey Monuments	$145.00	each
Concrete Aprons	$145.00	each
Scuppers	$145.00	each
Review for Adjustments MH, etc.	$145.00	each
4" Paving - PC Concrete	$1.45	per square yard
Decorative Sidewalk or Paving	$2.70	per linear foot
Sidewalk & Bike path	$2.70	per linear foot
Curb & Gutter	$1.70	per linear foot
Valley Gutter	$1.45	per linear foot
Sign (regulator, street etc.)	$145.00	each
Pavement Cuts	$1.45	per linear foot
Driveway/Driveway Modifications	$145.00	each
Utility, Water Line, Sewer Line Trench - Paved	$2.00	per linear foot
Utility, Water Line, Sewer Line Trench - Unpaved	$1.45	per linear foot
Storm Drain Pipe	$1.70	per linear foot
Catch Basins, Headwells	$145.00	each
Cutoff Walls	$1.45	per linear foot
Slope Protection	$1.45	per square yard
Rip Rap	$1.45	per square yard
Retaining Wall	$1.45	per linear foot
Cut/Fill (Materials Moved)	$2.00	per cubic yard
Box Culverts	5% of engineer estimate	
Miscellaneous	5% of engineer estimate	
Landscaping	5% of engineer estimate	

TOWN OF FOUNTAIN HILLS
COMPREHENSIVE FEE SCHEDULE
FISCAL YEAR 2026-2027

Description	Adopted Fee	Units
Irrigation	5% of engineer estimate	
Lighting	5% of engineer estimate	
Grading	5% of engineer estimate	
Utility Splice/Repair Pits Up to 25 square feet (outside pvmt)	$140.00	flat fee
Other	5% of engineer estimate	
In Lieu Payments	n/a	n/a
Traffic Control Plan Review	$170.00	per request
Engineering Plan Review Fee	$575.00 per sheet (includes three reviews) $190 per sheet for each subsequent review	per sheet
Failure to obtain an Encroachment Permit	$230.00	per incident
Failure to obtain a Final Inspection	$170.00	per incident
Reinspection Fee	$150.00	per incident
Investigation Fee for Work Done Without Permit	$400.00 or the permit fee, whichever is greater, but not to exceed $2,500.00 for every day or a portion of a day from the time unpermitted work began until a permit is obtained.	per incident
Land Disturbance Fee	$10.00 per square foot plus revegetation	per square foot
Oversize/Overweight Vehicle Permit	$250.00	per permit
Haul Route Permit (greater than or equal to 500 cubic yards)	$160.00	per permit
Failure to barricade or improper barricading	$1,000.00 to $5,000.00	per incident
Permit Extension	$50.00	per request
Penalty for work w/o permit	50% of Permit Fee	per incident
Minimum Plan Review	$115.00	per hour
Traffic Study - Cost to recover staff time and materials	$150.00 base fee plus $50.00 per additional location request	per request
Public Works - Miscellaneous		
Adopt a Street:		
Fee, per sign	$200.00	per request
Honorary Street Naming:		
Application Fee and Sign	$300.00	per application
Electric Vehicle Charging		
Charging Station Fee - 2 hour maximum	$4.00	per hour


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June 2, 2026
FY2027 Final Budget
Paul Soldinger, Chief Financial Officer
FOUNTAIN
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FY2027 Final Budget – Public Hearing

FOUNTAIN HILLS



Public FY2027 Budget Meetings*

- November 12, 2025 – Council Budget Work Session #1
- February 24, 2026 – Council Budget Work Session #2
- March 11, 2026 – Budget Open House (in Council Chambers)
- March 24, 2026 – Capital Projects Work Session
- April 14, 2026 - Proposed Budget Work Session
- May 5, 2026 – Tentative Budget Approval (Regular Agenda 9C)
- June 2, 2026 – Final Budget (considered during public hearing)

* Click links for presentation and recorded meetings

Final Budget for Adoption

- Tentative Budget was approved by Council (7-0) on May 5, 2026
- Set maximum FY2027 budget at $50,285,064
  - Budgeted $1 below expenditure limitation (after exclusions)
  - $1.00M in General Fund contingency -> *Unplanned, unforeseen events*
  - $6M budgeted for Road Paving purposes ($8.3 million total allocated in Streets Fund)
- General Fund departmental expenditures (without contingency)
  - $24.9M for FY2026
  - $25.8M for FY2027
    - About 4% increase

Final FY2027 Budgeted Expenditures by Fund



$26.80M | $8.27M | $11.00M | $0.60M | $1.76M



$1.07M | $0.8M

*Economic Dev Fund
Downtown Strategy Fund
Tourism Fund

Total Budgeted Expenditures = $50.29M

Recurring Goods and Services – FY2027 Budget

- Council budget approval will provide approval over the following recurring goods and services at budgeted amounts:

Fund	Department	Description	FY2027 Budgeted Amount
General Fund	Public Works	Wash & Dam Maintenance (Environmental Program)	$ 450,000
General Fund	Public Works	Street Sweeping (Environmental Program)	$ 135,920
General Fund	Public Works	Municipal Separate Storm Sewer System (MS4) Professional Fees (Environmental Program)	$ 103,000
General Fund	Comm Ser/Pub Works	Landscaping Services - Parks and Facilities*	$ 363,439
Streets Fund	Public Works	Pavement Management Program	$ 6,000,000
Streets Fund	Public Works	Other Streets Maintenance and Repairs (Striping, Signage, Concrete, etc.)	$ 320,910
Streets Fund	Public Works	Traffic Signals	$ 80,000
Streets Fund	Public Works	Landscaping Services - Street Medians and Right of Ways*	$ 346,619

* The Town is currently procuring new landscaping services

Fiscal Year 2027 Changes from Prior Year

Budgeted Amounts	FY2026	FY2027	$ Difference	% Difference
Projected Revenues*	$ 41,140,872	$ 38,477,603	$ (2,663,269)	-6.5%
Budgeted Expenditures**	$ 53,396,398	$ 50,285,064	$ (3,111,334)	-5.8%
ELR Exclusions	$ 16,732,213	$ 12,024,151	$ (4,708,062)	-28.1%
Expenditure Limitation	$ 36,581,877	$ 38,178,069	$ 1,596,192	4.4%

*$3M of projected revenues for IDSDC grant removed from FY2027 budget

** FY2027 Budgeted Expenditures decreased by 5.8% for two primary reasons:

(1) Lower Capital Improvement Plan ($12.7 million in FY26 decreased to $11.0 million in FY27)

(2) $3M of budgeted expenditures for IDSDC Federal grant application removed from FY2027 budget

Town Budget Benchmarks – General Fund

East Valley Municipality Comparisons for FY 2025-26

Municipality	Primary Property Tax	Secondary Property Tax	FY2026 General Fund & Public Safety Budgeted Expenditures	Population (2025 OEO Estimates)	Expenditures Per Capita
Paradise Valley*	No	No	$ 37,755,760	12,774	$ 2,956
Scottsdale	Yes	Yes	651,976,796	251,000	2,598
Tempe	Yes	Yes	341,526,280	196,001	1,742
Mesa**	No	Yes	843,714,233	529,391	1,594
Queen Creek***	Yes	No	136,019,286	88,050	1,545
Chandler	Yes	Yes	417,267,360	288,299	1,447
Apache Junction	No	No	59,501,280	44,934	1,324
Gilbert	No	Yes	319,221,560	294,689	1,083
Fountain Hills	*No*	*No*	*26,051,539*	*24,483*	*1,064*

*Includes fire services expenditures in Paradise Valley's Fire Services Funds

**Includes additional police and fire services expenditures in Mesa's Public Safety and Quality of Life Sales Tax Funds

***Includes police and fire services expenditures in Queen Creek's Emergency Services Fund

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Council Questions?

FOUNTAIN HILLS

