



NOTICE OF REGULAR MEETING OF THE TOWN COUNCIL

Mayor Gerry M. Friedel

Vice Mayor Allen Skillicorn

Councilmember Gayle Earle

Councilmember Brenda J. Kalivianakis

Councilmember Hannah Larrabee

Councilmember Peggy McMahon

Councilmember Rick Watts

TIME: 5:30 PM - REGULAR MEETING
DOORS OPEN 15 MINUTES PRIOR TO THE START OF THE MEETING
WHEN: TUESDAY, FEBRUARY 17, 2026
WHERE: FOUNTAIN HILLS COUNCIL CHAMBERS
16705 E. AVENUE OF THE FOUNTAINS, FOUNTAIN HILLS, ARIZONA

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

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

PARTICIPATION IN PUBLIC MEETINGS

Request to Comment Cards

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

Agenda Items (Consent or Regular)

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

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

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

Speaking Rules

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

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

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. INVOCATION

- a. **Presented by:** The Reverend Canon Holly A. Herring, Saint Anthony on the Desert Episcopal 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

- a. **RECOGNITION:** Stellar Students
- b. **RECOGNITION:** Mayor's Veteran of the Month — Chris Brant, British Royal Marines (Ret.)
- c. **RECOGNITION:** Mayor's Business Spotlight — Streets of New York

7. PRESENTATIONS

- a. Community Center Update

8. CONSENT AGENDA

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

- a. **CONSIDERATION AND POSSIBLE ACTION:** Approval of the Meeting Minutes for the Town Council Work Session and Regular Session of January 20, 2026.

9. REGULAR AGENDA

- a. **CONSIDERATION AND POSSIBLE ACTION:** Regarding the Council Subcommittee B's recommendation for the Planning and Zoning Commission to appoint one individual to serve a partial term from February 18, 2026, through April 30, 2028.

- b. **CONSIDERATION AND POSSIBLE ACTION:** Regarding the Solid Waste Agreement No.2026-044 with Universal Waste Systems, Inc.
- c. **DISCUSSION AND POSSIBLE DIRECTION:** Relating to creating a Placemaking Strategy for murals on the exterior of buildings.
- d. **CONSIDERATION AND POSSIBLE ACTION:** Relating to initiate the Fountain Hills Downtown Facade Improvement Program.
- e. **CONSIDERATION AND POSSIBLE ACTION:** Relating to Amendment #1 to Contracts 2024-049 through 2024-053 for On-Call Stormwater Maintenance and Emergency Response Services
- f. **CONSIDERATION AND POSSIBLE ACTION:** Relating to Job Order Contracts for Electrical Services
- g. **CONSIDERATION AND POSSIBLE ACTION:** Related to any item included in the Arizona Cities and Town's Weekly Legislative Bulletin or relating to any action proposed or pending before the State Legislature.

10. CALL TO THE PUBLIC

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

11. COUNCIL DISCUSSION/DIRECTION TO THE TOWN MANAGER

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

12. FUTURE AGENDA ITEMS

13. ADJOURNMENT

Dated this day 12th of February 2026.



Bevelyn J. Bender, Town Clerk

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



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 2/17/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Administration / Town Clerk
Prepared by: Angela Espiritu, Executive Assistant/Deputy Town Clerk
Staff Contact Information: Phone: 480-816-5107
Email: aespiritu@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

RECOGNITION: Stellar Students

Staff Summary (background)

The Fountain Hills Town Council is proud to recognize students who demonstrate good citizenship by complying with the rules, being compassionate and considerate of others, encouraging empathy, supporting anti-bullying efforts and being responsible for their actions in the classroom.

Related Ordinance, Policy or Guiding Principle

N/A

Risk Analysis

N/A

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

N/A

Staff Recommendation(s)

N/A

Suggested Motion

N/A

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

None



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Request to Town Council Regular Meeting (Agenda Language)

RECOGNITION: Mayor's Veteran of the Month — Chris Brant, British Royal Marines (Ret.)

Staff Summary (background)

The Town Council will recognize a Veteran each month in grateful recognition of their dedicated service as a commissioned officer and their significant contributions to the Fountain Hills community. Their leadership, commitment, and selfless service exemplify the highest ideals of duty and integrity. The Town Council and the residents of Fountain Hills, honor their service, and thank them for their invaluable role in enriching our community.

Related Ordinance, Policy or Guiding Principle

N/A

Risk Analysis

N/A

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

N/A

Staff Recommendation(s)

N/A

Suggested Motion

N/A

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

None



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Request to Town Council Regular Meeting (Agenda Language)

RECOGNITION: Mayor's Business Spotlight — Streets of New York

Staff Summary (background)

The Town of Fountain Hills is proud to recognize a business as a vital part of our community's growth and success.

Related Ordinance, Policy or Guiding Principle

N/A

Risk Analysis

N/A

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

N/A

Staff Recommendation(s)

N/A

Suggested Motion

N/A

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

None

Community Center Update

Presented by

Kevin Snipes, Community Services Director



**FOUNTAIN
HILLS**

Community Center

Growth & Participation

- FY2025 was an exceptional year for growth in participation, programming, and community engagement.
- Speaker presentations now average 80 attendees, with many sessions drawing 100+ participants.
- The Community Center offers **70+ weekly activities** for active adults.
- Winter programming remains highly active; a recent Comedy Show attracted 250 attendees.



Comedian Membership Drive



www.fountainhillsaz.gov



**FOUNTAIN
HILLS**

Community Center Programming & Participation

- High-demand programs with waitlists include line dancing, art classes, and Spanish instruction
- Games and social activities regularly utilize ballroom and lobby spaces



www.fountainhillsaz.gov



2025 Community Center Operation

	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec
Days	25	22	27	28	25	23	22	26	25	27	22	28
Hours	266	236	306	301	262	245	252	261	257	294	242	286

Total for 2025
Days open 300
Hours open 3,208



Membership

Expanded marketing efforts

- Newsletter now reaching over 3,500 subscribers
- Improved flyer visibility
- Park Kiosk Advertising

- 2024: **1,522**
- 2025: **1,620**
- 2026: **1,266** (Current)



Membership and participation has increase to a point where Town Hall parking lot is often full, leading to Town staff needing to park in the side lot to make room.

Attendance Growth

- FY2024 CS program attendance: **34,399**
- FY2025 CS program attendance: **39,609**
- Participation Increase **5,210/yr**
 - **Leading to 24% increase in revenue**
- December** program attendance excluding rentals
 - 3,531 (2024)**
 - 4,359 (2025)** Increase of **828 Participants/yr**



www.fountainhillsaz.gov



New and Expanded Programs and Activities

- Line Dance class added day and evening classes
- Instructor-led Yoga (full at 25 participants)
- Essentrics additional classes
- Piano Fusion
- Weekly documentary movie series
- Beginner Spanish (37 participants)
- Photography Enthusiasts



- Watercolor Workshop
- Mah Jongg lessons doubled classes offered
- Arizona Trails Travel Series
- ASU “Living Well with Hearing Loss”
- Parkinson’s Support Group
- Halloween Party
- 4 Encore for More field trips



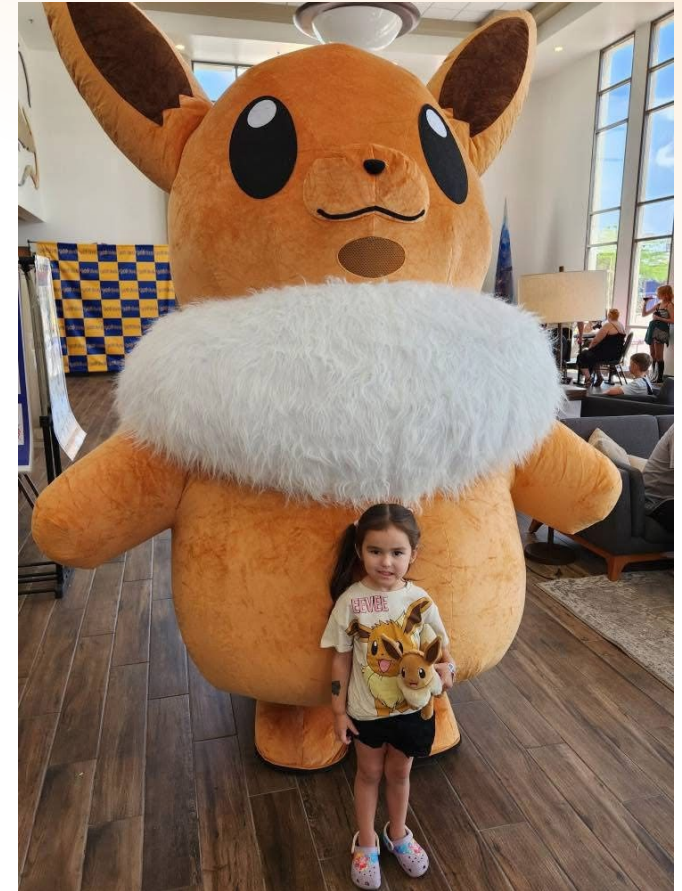
Revenue

YTD Revenue

- Community Center Operations:
 - \$73,627 (13% Increase)
- Senior Services Operations:
 - \$70,244 (16% Increase)



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Additional Services Provided

- Medical Equipment Loan Program recorded 217 checkouts in FY2024–25, averaging 18 per month.
- Volunteers
- Home Delivered Meals
- Give a Lift
- Make A Difference Day
- Care Cards and Crafts



Recognition

- The Community Center was recognized by *Independent Newspapers Fountain Hills Favorites* as:
- **Best Event Venue**
- **Best Community Outreach**



Facility Use and Rentals

Only 10 Saturdays remain available for rentals in 2026

High-volume upcoming rentals and events include:

- Activities & Volunteer Expo
- DAR Tea
- Three-day Bridge Tournament
- Watch and Clock Convention
- Teen Take Over
- Multiple MDFA events
- Dementia Summit
- Band and Chorus Concerts
- Dark Sky Festival
- Society of Creative Anachronisms (SCA)



Facility Use and Rentals

- Council and Mayoral Forums
- Breakfast with Santa and Sensitive Santa
- Seasons Celebration
- Senior Recognition
- Weddings, Baby Showers
- Club Meetings
- Elections (July/August and October/November)
- Independent Senior Expo
- Municipal Clerks Conference
- Family Fun Night
- Blood Drives
- Oktoberfest
- Bike MS



Future Initiatives



Launching a new partnership with Arizona State University's Osher Lifelong Learning Institute, bringing more expert-led presentations and university-level learning to our community.

Questions



**FOUNTAIN
HILLS**





TOWN OF FOUNTAIN HILLS

STAFF REPORT

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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: Approval of the Meeting Minutes for the Town Council Work Session and Regular Session of January 20, 2026.

Staff Summary (background)

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

Related Ordinance, Policy or Guiding Principle

N/A

Risk Analysis

N/A

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

N/A

Staff Recommendation(s)

Staff recommends approving the Meeting Minutes for the Town Council Work Session and Regular Session of January 20, 2026, as presented.

Suggested Motion

MOVE TO APPROVE the Meeting Minutes for the Town Council Work Session and Regular Session of January 20, 2026, as presented.

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

- | | |
|----|------------------------------------|
| 1. | 2026.0120.TCWS.VERBATIM.TRANSCRIPT |
| 2. | 2026.0120.TCRM.VERBATIM.TRANSCRIPT |

TOWN OF FOUNTAIN HILLS
MINUTES OF THE WORK SESSION
OF THE FOUNTAIN HILLS TOWN COUNCIL
JANUARY 20, 2026

A Work Session of the Fountain Hills Town Council was convened at 16705 E. Avenue of the Fountains in open and public session at 4:00 p.m.

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

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



Post-Production File

**Town of Fountain Hills
Work Session
January 20, 2026**

Transcription Provided By:
eScribers, LLC

* * * * *

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

* * * * *

MAYOR FRIEDEL: I'm calling this work session in order. Can we get a roll call, please, Town Clerk?

TOWN CLERK: Mayor Friedel?

MAYOR FRIEDEL: Present.

TOWN CLERK: Vice Mayor Skillicorn?

VICE MAYOR SKILLICORN: Here.

TOWN CLERK: Councilmember Earle?

COUNCILMEMBER EARLE: Present.

TOWN CLERK: Councilmember Kalivianakis?

COUNCILMEMBER KALIVIANAKIS: Here.

TOWN CLERK: Councilmember Watts?

COUNCILMEMBER WATTS: Here.

TOWN CLERK: Councilmember Larrabee?

COUNCILMEMBER LARRABEE: Here.

TOWN CLERK: Councilmember McMahon?

COUNCILMEMBER MCMAHON: Here.

TOWN CLERK: Mayor, you have a quorum.

MAYOR FRIEDEL: Thank you.

COUNCILMEMBER MCMAHON: I have a statement to make, please.

MAYOR FRIEDEL: I'm sorry?

COUNCILMEMBER MCMAHON: I have a statement to make, please.

MAYOR FRIEDEL: Okay.

COUNCILMEMBER MCMAHON: I'm on the record objecting to this work session, because I went back and I looked at the -- the meeting, and after the vote, it was discussed that we might bring call to the public back and revising that section of the rules of procedure. As far as I know, we did not authorize or direct any other revisions to the rules of procedure.

In addition, it looks like a committee or something was formed to do this that lacks transparency that I wasn't told about. I don't have an opportunity to participate in that.

And I don't think that that's appropriate. And I think that we should not have this work session and move it to another work session, or set up another committee so we all have a -- so we have an opportunity to participate in the revisions other than this in public.

MAYOR FRIEDEL: Thank you. Your comments are noted.

Councilwoman Larrabee?

COUNCILMEMBER LARRABEE: Thank you. I just wanted to state for the record that according to our policies as a council, three councilmembers could have theoretically just asked for this to be on an agenda without a work session. And instead, we are going through a more thorough process, having a work session, having a discussion about it. My fellow councilmember is more than welcome to vote against it, but I believe her objection is silly.

MAYOR FRIEDEL: Councilwoman Earle?

COUNCILMEMBER EARLE: Thank you, Mayor.

I just want to make it clear that I am the one who asked two other councilmembers to meet. I -- I viewed it -- reviewed this with our -- got legal advice from our town attorney to make sure that this was okay. I requested the -- the town manager and the clerk be there as well, so we could do a thorough look through here and bring it back to council. And that's what we're doing today, is we are sharing it with the entire council in front of everybody.

MAYOR FRIEDEL: Councilperson Kalivianakis?

COUNCILMEMBER KALIVIANAKIS: Thank you, Mr. Mayor.

Yeah. Just to kind of weigh in, I think it's certainly appropriate to have this --this workshop to discuss the call to the public, because that was, as I recall, put on the agenda. I don't recall -- or I was never notified as a councilmember that there were three people that wanted to add additionally to what was going to be discussed today. I know when three councilmembers ask for something to be put on the agenda, and when one reneges, it's been a common practice in the past that you can't renege once you've set it on the statement, on the dais, that you want something on the agenda. You

can't withdraw that comment. It's going to be put on the next agenda.

So it does make sense to me, today, maybe we should talk about the call to the public. And then the other thing I'd just like to point out is just -- just a -- and order of just of business is there's a lot of confusion on this, this hundred page draft that we're looking at today. All weekend long, I was looking at an 800, 900 page draft that I couldn't make any sense out of, and I was one of the people that said, I can't understand what we're talking about here. And so I was given today the -- the hundred page redline, which I went through as well as I could, but I feel like I would be more prepared if we did this in two weeks so I could go through it more thoroughly, make more -- better notes, and so we can have a better discussion of, you know, the pros and cons of what the committee that you put together had suggested. And so I could -- we could have just a better communication. So I just put that out there.

MAYOR FRIEDEL: That's noted. And we are going over this tonight. We're going to make any changes necessary and then it will appear on an agenda. So we have plenty of time to go over it, plenty of time before it hits an agenda. So if I found the time to go through the document, I think everybody would have the time. Plus, you did get the -- the updated version of that.

Councilman Watts?

COUNCILMEMBER WATTS: Just a point of clarification. This is phase one of probably multiple phases. The only thing we really looked at was call to the public and decorum. So we didn't go any further than that. What you may interpret as changes or not, they're really formatting, that cleaned up the formatting, made it easier to follow, but the rest of the document, exclusive of call to public, decorum, has remained untouched. There's a lot of grammatical errors, there's a lot of shoulds and mights and coulds and that sort of thing that we're going to have to address at a later time. So this is focused on call to the public.

MAYOR FRIEDEL: Councilwoman Larrabee?

COUNCILMEMBER LARRABEE: Yes. Thank you, Mayor. And I wanted to echo my fellow councilmember's comment that, yes looking at the redline, it is a longer document

because part of it is the text color changed to black. So when -- when you have redlines that are that extensive, but it's a formatting thing, so that when you print it it's not super light gray, which is actually what happened when we had our first meeting on this, the -- the formatting ends up looking silly. So when you say, oh yes, this was a hundred page document, it's a little dishonest. Our -- our packet is sixty pages total. There's forty-seven pages of the actual rules of procedure draft. So, no, we didn't just drop an 800-page document on anybody. We're not Congress.

COUNCILMEMBER KALIVIANAKIS: And just -- just one more clarification. And that is on page 54, under Rules of Decorum B-4, it says a councilmember, once recognized, shall limit remarks to no more than two minutes, should not be interrupted while speaking unless the call of order by the presiding officer. So limiting our conversation to two minutes is more than just a small minor change. That's -- that's -- the way I read this, that when we discuss an agenda's item, we're limited to two minutes, one minute less than the call to the public. That's not just a formatting change. That is a significant substantive change.

MAYOR FRIEDEL: Noted. Can we move forward now with our discussion, town attorney? Thank you.

TOWN CLERK: Mayor, we're going to ask the town attorney to step to the podium here, mostly so that she can get behind the wheel, drive, if you want to call it that, so that she can manage the main screen so that the public can hear what's going on. Those that may be watching from home can also. You'll see, obviously, our left screen will move along with that. Your primary screen, if you click the middle tab, also has a version of the document for you guys that you can move yourself as well.

MAYOR FRIEDEL: Thank you.

TOWN CLERK: Absolutely. Thank you.

TOWN ATTORNEY WRIGHT: Thank you, Mayor. Thank you, councilmembers.

So as you recall on November 18th, 2025, we had the meeting in which we decided to remove the call to public. The reasoning for that was based off of the complaint that was filed, that had concerns with the statements that were made during -- a constituent

making statements, as well as councilmembers. In order to restore the call to public, we needed to make sure that the civil rights of all the people who present in front of -- present comments are maintained, as well as decorum is maintained.

So the -- the rules here were functioning on the decorum. That's what we looked at. I made the changes as requested by the members that met in the committee. And so the first few pages, and as I mentioned when I emailed out an electronic version of this document, and going back to the -- the email of it, I -- I was today years old when I found out that you can actually not print the formatting changes. So I learned that from the IT specialist here. I did not know that, I'm a lawyer, but I'm not an IT specialist. And so I was today years old when I found out you could just remove those. So I apologize that when it was sent to print, it included all the formatting changes.

And to just back up as to why there was a problem is the previous attorney for the town did not provide an electronic version of the -- of the rules of procedure, so the rules of procedure were then scanned via OCR into a word document, and it created a bunch of problems. And so I had to then take the entire document, put it in a brand new document, and start over. And that's why it looks like there are so many changes.

So, again, I apologize that the document -- again, I gave you the electronic format so you could visually go through, printing it then would have been the long document. And today our wonderful IT staff, Mike -- I can't pronounce his last name, Cicerone -- sorry, I'm not good -- Cicerone. Thank you. I apologize, I'm really bad with names -- was able to make it so it was a more readable document in a printed format. But again, when we sent this out, we sent an electronic version so that you could see all the changes that were made. And I wanted to be very transparent in the changes that were made.

We added a table of contents -- or, I'm sorry, a title page. Again, many of the changes that we are suggesting -- that were suggested actually were coming from the City of Scottsdale's rules of procedure. So we adopted many of the things that they -- they have that are working because we want to make these council meetings more functional, to make sure that we go through, and everyone's able to provide input and comment and that -- but we maintain decorum. And so that was the purpose of

updating the rules of procedure.

So we added the title page that has all of the various dates and times of changes. And actually now that I think about that, where it says amended, I don't know, that's going to be amended on February 3rd, 2026, but that was a placeholder for when it's set to be on the agenda. So we added a table of contents to make it more readable. And that in and of itself took seven pages. Anyway, so then we added the rules of procedure. And again, you'll notice that because of the OCR errors, things like on this first page you can see that there's a -- on -- on letter C, it had O-Garland or Garfield Jones and it should have been an O. So there was lots of various changes like that where there was typos due to the OCR from the PDF to Word. So that was one of the changes.

Other than that, I don't believe there's any changes other than formatting changes in these first few pages. Go through this. And like I said in the email that I sent out, I would be going over all these changes here so that you guys can see what was changed. So, all right, starting on the regular meetings, we had to add back in that the council may add a call to a -- public to regular meetings. So that's the first change in 3.1A, and so that statement was added. The council may provide for it.

On -- on 3.2, I believe this was in the previous version, as well, when we had the call to the public, the reconvened meetings do not provide for a call to the public. So that was added back in.

Same with the special meetings, would not provide for a call to the public. They -- they never have. They didn't prior to the other -- the original rules of procedure. And so that was added back in here as well.

Let's see. And then same -- and I'm not sure if that's an actual change where it says, other than consensus or conveying directions to staff or for further action. I think that was already there. I know it says -- shows red there. But I think that that in -- there was some -- sometimes not all the -- because of the -- it was a compare document, I don't believe that there was any major change in the previous language that was there.

But work sessions have also never had a provide -- provide -- provided for a call to the public, so that was added back in.

And same with executive sessions. I did make clear that those are already closed to the public, but -- and that actually -- that statement wasn't in the original rules -- rules of procedure. But just to clarify, I mean, I think everyone here in the council understands that they're not open to the public, and there's no call to public, but just to be transparent so the public understands that.

And then emergency meetings prior to the -- you know, when we had call to the public before, also did not have a call to the public.

We did add in -- and this was -- again, this is part of decorum, and part of the, you know, the operation of the meetings, and that was really the focus, was adding in that, of course, members of the media are welcome to attend events. And we made clear that meetings should be live streamed because that was nowhere else written in. We already do that. And recordings are archived. That's to make clear, too, that those are available to any member of the media who wants to take information from those. And then we added to it that if members of the media want to come here using professional audio/visual equipment to notify the town manager and get approval. Part of that, too, is also because that can be disruptive to the meeting, especially if you have multiple outlets that are -- Mr. Mayor, there's -- do you want to --

MAYOR FRIEDEL: Do you want to field questions as you go?

TOWN ATTORNEY WRIGHT: That's up to you, Mr. Mayor.

MAYOR FRIEDEL: Councilwoman?

COUNCILMEMBER MCMAHON: Thank you very much.

I have a problem with this provision constitutionally because freedom of the press is guaranteed by the First Amendment, which states that Congress shall make no law abridging the freedom of speech or the press, ensuring that government can't control the media, enabling it to inform the public and hold power accountable. Under A.R.S. 38-431, it states that any recording, any -- you know, any recording of the meeting can be done by anyone. We record it, the public records it, the press records it. I have not seen any interference by a press or a camera or anything. To me, I've watched them, they've sat there, they've held the camera, they've been very, very careful.

Why are we singling out the press?

TOWN ATTORNEY WRIGHT: It say any professional equipment. It says --

COUNCILMEMBER MCMAHON: If we --

TOWN ATTORNEY WRIGHT: -- anyone -- anyone who wants to use professional audio or video equipment -- I guess we should change that to members of the public. We can change that from members of the media. But if it's using professional --

COUNCILMEMBER MCMAHON: I don't think --

TOWN ATTORNEY WRIGHT: -- equipment --

COUNCILMEMBER MCMAHON: -- think it's necessary. I really, really don't. I haven't seen anything like that happen. As a general rule, they don't interfere. And I think that this is unconstitutional. And I went and I looked at the Reporters Committee for Freedom of the Press, and in Arizona, it says all or any part of a public meeting or public body may be recorded by any person in attendance by means of tape recorder, camera, or any other means of sonic reproduction, provided that there is no active interference. I have -- again, I haven't seen it.

The press understands this, and I believe that they abide by it. Under state law, there's no pre-approval --

MAYOR FRIEDEL: Do you -- I'm sorry, Councilwoman. Do you have a question?

COUNCILMEMBER MCMAHON: Yes, I do. I'm making a comment, please. Thank you.

So I -- I'm wondering why again that you're requiring or trying to require that the press get pre-written approval because that to me is a hindrance to them reporting. And I -- and I think it's unconstitutional. I don't think it's something we can do. I don't think it's something we want to do. And I'm -- I'm not for this at all. I don't -- I don't think -- I think you're setting us up for a constitutional conflict and possibly a lawsuit.

MAYOR FRIEDEL: Thank you.

Councilwoman Earle?

COUNCILMEMBER EARLE: Yeah, I would -- I would like to request that we hold all questions to the end, or -- if we stop at every little thing, it's going to -- we're not going to have time here. So I would like us to hold the questions till the end and be able to

hear everything.

COUNCILMEMBER MCMAHON: I think that would be really confusing.

COUNCILMEMBER EARLE: Well, if we take notes, we'll know what things we have questions with.

COUNCILMEMBER MCMAHON: I think that would be really, really confusing.

COUNCILMEMBER EARLE: Do we need to take up a -- okay.

COUNCILMEMBER MCMAHON: This is a work session.

COUNCILMEMBER EARLE: I'm sorry, I'm speaking to the Mayor.

MAYOR FRIEDEL: This isn't -- this isn't a back and forth. Please stop.

COUNCILMEMBER EARLE: Mayor, can we -- if we need to take a vote on that, can we do that?

MAYOR FRIEDEL: We -- we can. Vice Mayor?

VICE MAYOR SKILLICORN: Thank you, Mr. Mayor.

Town Attorney Wright, is this your recommendation?

TOWN ATTORNEY WRIGHT: I -- I -- see, it's my recommendation that you have some way to be notified in advance when there's going to be professional audio and video equipment. There's nothing saying you can that -- which shall be granted, which is fine. There's nobody saying they're not going to.

But we had instances where we've had people -- you don't know whose equipment it is, you don't know why they're here, you could have ten cameras here at once. It's many -- many -- courtrooms do this, other -- other government agencies do this where you limit -- so you can limit the number. There's nothing saying -- nothing in here says that they would be denied. It's just that they get approval so you know in advance. It's for orderly conduct, that's it.

VICE MAYOR SKILLICORN: Mr. Mayor, it sounds like this is a recommendation. And I make a motion to hold all questions until the end of the attorney's presentation.

COUNCILMEMBER EARLE: Second.

MAYOR FRIEDEL: We -- this isn't an actionable -- actionable item, but I'm going to say that we need to move -- move forward with your presentation, and we'll hold the

questions till the end.

TOWN ATTORNEY WRIGHT: Yeah. Again, I will say that these are recommendations you guys can choose to take -- keep -- take any of these things and remove -- keep or remove whatever you'd like. This is your document. These are your rules of procedure, not mine.

COUNCILMEMBER MCMAHON: But isn't a work session informal? And we have back and forth on it. We have in the past. That's the purpose of a work session.

MAYOR FRIEDEL: We can have back and forth, but not argument.

COUNCILMEMBER MCMAHON: In fact, we -- I'm not arguing.

MAYOR FRIEDEL: Okay.

COUNCILMEMBER MCMAHON: And we've even sat down there.

MAYOR FRIEDEL: All right. Can we -- can we move forward with the presentation? Thank you.

TOWN ATTORNEY WRIGHT: Yeah. Okay. So that was that -- changes to that section. And then obviously public comment is not taken. I just added in executive or work sessions. Again, executive is given. It's always been a given. Because there's no public at the executive. But, anyway, to make clear so that there's no confusion. Here's another example on the next page of a text error where it said arc instead of R, so, again, just fixing some of the errors from the transcription error from OCR to Word. No changes -- oh, there was another one set forth, it had a capital F. Again, there's -- it's not -- it wouldn't be a capital F in that location. So those were changes. Then going to -- we did make one change based off of issue -- concerns on page -- let's see, what is this, 4.1-B3 where -- or, I'm sorry, 4, where it says a person or group could request from the town manager, that was removed based off of discussion, in large part, because that would kind of circumvent the process that exists. Right now, the Mayor can add something to the agenda or councilmembers with the approval of three. As far as I understand, the town manager is in full agreement that -- to remove that so that if a person or group wants something added to the agenda, it goes through the other elected officials. Otherwise, it kind of creates a process that doesn't exist.

And then no more changes on the next few pages. This is just making the agenda look -- so a lot of the -- a lot of this document was trying to make it more legible and readable and more consistent with what the current agenda looks like. So these were already the numbering order for the current agenda. These were separated in the way they are here. They were not separated like that on the -- so we didn't actually add in an invocation, it was just moved down a line. The roll call is a separate item on the agenda. So these are just making it consistent with the agenda numbering so that if we're comparing this to what an agenda looks like, and what this document looks like, they match.

And to make more clear, I think before we had proclamations by the Mayor and councilmembers, but really what this is, is the proclamations, awards and recognitions, so making that agenda item more clear because that's -- that's what we do during that period of time. And obviously those -- and I think it talks about later that those can be made by the Mayor or any of his designees, which often he gives you guys the opportunity, as he will be tonight, to -- to do those awards and recognitions.

I moved the explanatory paragraph just -- again, we go and describe these items later. And so this was just an odd, awkward place to have it. That's not that that's not existing, it's just it's being moved so that this is just the agenda and then later back beyond this is when it's -- it's the description of these things.

And then also, like, again, changing regular agenda from, you know, just action items, because what it says on the agenda itself is regular agenda. So just trying to conform the rules of procedure with what we're actually doing in practice. So there's really no functional changes on this -- in this page. It's just making it align with what we're doing. Again, here's another mistake where it had a 1 instead of an I in information, so fixing that.

And then here it's really, again, this is just to clarify, it's really following the invocation that we do the roll call. That's where it is on the agenda. It doesn't need to be that long statement. So just removing that statement of participation.

And then we, again, we aren't disseminating the agenda -- or, I'm sorry, if we go down

the statement of participation another way, it's included on the agenda. And then following roll call is either read or displayed on the screen, which is what we've been doing for quite some time now. And then states as follows.

We did add to this, again, part of the orderly transmission, is that anyone wishing to address the council or during the call to the public must completely fill out a request to comment card prior to the start -- prior to the start of the meeting. That is a change. So it's going to take some -- you know, that -- that was just trying to keep it more orderly, have these comment cards get in. A lot of times what we see during meetings is people hear something, they get upset, they do a comment card. And you know, this way people can come ready to present their issues and put them at the beginning of the meeting. And then the comments may not exceed three minutes.

And then this is just restating what we had before, which is council does not comment on items brought to the call to public. That is a requirement under the Open Meeting Laws. You cannot have discussion on items that are not on the agenda. And that's -- that's what the Open Meeting Laws state is, the staff can be directed to report back to council at a future date or schedule items raised for a future agenda.

And then we made it more clear that, you know, we do allow applause during the proclamations, awards and recognitions. And then we point people -- because people -- to make sure everyone understands that they too are, you know, anyone -- anyone participating in the meeting is subject to the rules of decorum, which is in Section 6 of the rules of procedure, so people know where to go, so that there's no question they've got notice and they can obtain a copy if they have questions or concerns.

And then continuing. So then the summary of current events by the town manager, I moved the proclamations to the next -- next section because that's where it is on the agenda as well. Those are separate items, is the summary of current events. And then that's not -- didn't make any functional changes to what we've implemented at the November 18th meeting.

And then the proclamations and awards, it just has a separate thing. It's the same thing as it said before, except it made it more clear. It's read proclamations, present awards,

and recognize members of the community or conduct any other ceremonial matters. I added that other ceremonial matters because maybe there's something we haven't, you know, that may also be a ceremonial type issue. So that -- that -- that can be added in that spot.

And then this is where I had -- before it had the explanatory statement for the consent agenda. I just moved that. This is, I believe, all the same statements that it said before. These are -- this is -- we could probably compare it against today's. Because it was moved, it kind of looks different. That was -- came back from the first page because that's -- again, we were describing the agenda items later, and it was up there in the -- the overall of the agenda, and now I've just moved it to this portion. But that -- that is the same -- same statement that has always been -- has been stated for a period of time.

And this -- this was just if you look it says -- it had -- I added a number 1 and number 2 and number 3. So number 1, is -- it was there. And then that line that's crossed out, that was moved to make it a number 2, so it's just -- it's not actually removing what was there. And the number 1, it was just moving it down. And then so the Town Clerk -- this is during the regular agenda item. So when it's something that's on the agenda they -- they would present the request to comment cards in the -- at the point of time, the speakers will be called in the order that the cards were received. And then, based off of the discussion that we had in the committee, is that we'd alternate between for and against, so it'd still be in the order they were received, so all the -- you know, they'd be numbered. All the fors, 1 through 4, all the againsts, 1 through 4, and then it was going to be one for, one against, one for, one against. Several of the councilmembers had recently been to some meetings where that was done, and they thought it was a very good way to kind of see a back and forth, and be able to get a kind of balanced view of issues. So that's why we added that in. Thought it was an interesting way to run a meeting and I -- you know, anyway, so it's in there.

There'll be allowed a maximum amount of three minutes to address the council. I kind of took it out continuous minutes because it's a maximum amount of three minutes.

They typically get their --I mean, it's kind of -- it's saying the same thing. But it can be -- but there is a -- it can be reduced or extended based off of if -- my advice, off of the direct -- and that was in there before, at the direction of the Town Manager if noticed twenty-four hours before. Again, this was all in here before. Consensus of the council meeting or the presiding officer at the meeting. So that was no functional change to that. And just really changing the minutes to a maximum of three minutes.

And then this is -- this statement was there before but it looks like it's new, but it's the questions and comments are limited to the subject matter. This is, again, during the agenda item. This part is kind of new. It creates a -- a objective way to determine when we might need to reduce the number of speakers on a particular issue. So it's doing thirty minutes per topic item. Again, you guys can extend that. You can suspend the rules. You can vote to give more time on a particular topic if you've got -- and you'll know that by then, based on the number of comment cards. But that's going to then raise -- if there's more than ten comment cards on an issue, that's going to bring that to the forefront so that you guys can decide, do you want to, you know, is this -- and I think in the past, there's been times where people have consolidated their arguments, gotten together because, you know, it can get very wieldy having a meeting that goes hours into the night, if you've got hundreds of people on a topic or something. And I know this isn't an issue that has come up a ton of times, so this isn't probably something that's going to impact a number of agenda item issues. But it's just, again, it's a very objective way to determine whether or not you might want to reduce the time allocated to each speaker or reduce the number of speakers.

This is also the same as it's always been with the lights and sounds. It's just, I added it -- I either add -- moved it in a section or added -- added a portion of it, but you'll see that that's always been there. The only new -- new part is that the Mayor, Town Clerk, or other staff can mute the microphone when the speaker's time expires. We made that clear. That technology has always been there, but that way people can expect that if they're going well over their time -- again, it's to create decorum and order. And a lot of communities use this. I think that actually was something, another -- that the

councilmembers had been to other meetings where as soon as the three minutes were up, the speaker was off. And it was just the way it worked at that particular meeting they were at, and it kept the meeting moving quickly and smoothly.

And then if the thirty minutes expires, the Town Clerk is going to notify that the thirty minutes for that particular agenda item has expired, and at that time you guys can vote to extend it. You know, if there's vigorous debate that you guys are really -- you know, that's adding to your consideration of an issue, there's nothing saying you can't extend that time.

And then again request to comment form, that -- that's again, that's just a type.

COUNCILMEMBER WATTS: Jerry, can I just ask a quick -- just a quick question -- just a clarification.

MAYOR FRIEDEL: We have a clarification.

TOWN ATTORNEY WRIGHT: Yes.

COUNCILMEMBER WATTS: Would this be for regular agenda items?

TOWN ATTORNEY WRIGHT: Yes. This is regular agenda --

COUNCILMEMBER WATTS: -- as well as the later call?

TOWN ATTORNEY WRIGHT: The call to the public, it has similar rules but they're slightly different. So we'll go over those in just a second.

COUNCILMEMBER WATTS: Okay. So for regular agenda, we're going to have a time limit?

TOWN ATTORNEY WRIGHT: Yes.

COUNCILMEMBER WATTS: Okay.

TOWN ATTORNEY WRIGHT: Yeah. Well, we've always -- oh, for the thirty minutes? That -- that really is just an objective way because it really -- if you have more than ten comment cards, you know you're going to have more than thirty minutes.

COUNCILMEMBER WATTS: Yeah.

TOWN ATTORNEY WRIGHT: So that's an objective way to -- so that the presiding officer or the Mayor, can -- can try to consolidate the number of arguments. And so it just creates it -- but there's not going to be necessarily a hard -- this one's a little bit

more nefarious -- or not nefarious. Like, this isn't a hard stop. If there's, you know, you want to suspend the rules or, you know, again, the presiding officer can, you know --

MAYOR FRIEDEL: There's some -- there's some flexibility.

TOWN ATTORNEY WRIGHT: There's flexibility. Because these are -- this is an item under consideration. And obviously you guys want to hear and can suspend the rules and have more -- more comments. Like, it's not a hard rule.

COUNCILMEMBER WATTS: Thank you.

TOWN ATTORNEY WRIGHT: Um-hum. And all of this stuff, again, is in the rules of decorum -- like, the stuff that's crossed out here, it's just we've kind of renumbered things. I think I put it later in the rules of decorum. That was another thing we saw is that a lot of the rules of decorum were kind of embedded -- this is an example of that -- were embedded within, like, the agenda area. So it was not -- you didn't go to one place to figure out what the rules of decorum were and the rules of procedure, you had to go to several different places and kind of pull it -- pull it all together. So this stuff was all moved to the rules of decorum. So it's clear, everyone knows go to Section 6. That's where the rules are. You don't have to try to read them within any other portions of the rules of procedure.

Yeah. Here's another example. I was just changing the -- I think maybe the lettering was off. Oh, I added in -- no, actually that was already in there, where it says councilmembers may ask the applicant questions through the presiding officer, that's always been in there. So I'm not sure why that's showing as a new thing. I'm not sure if the numbering changed. But that's always the way it's been.

And that statement there, questions or comments are limited to the subject under consideration. Remember, I said that was in there. I just moved it to the beginning of that, when we're talking about the -- the comments from the public. So here there's really no changes to the section.

And then again, this -- if you can see here, before it was just the presiding officer may, at the beginning of the agenda, limit repetitive testimony, that -- you know, limit the time. Again, we created an objective criteria. If you have more than ten, if it's going to take

more than thirty minutes, you know, expect to take more than thirty -- potentially more than thirty minutes.

And then this is the call to the public, adding that back in. So -- so this is the time -- and so this -- much of this is very much the same, except now we've allocated the total amount of time to the call to the public to thirty minutes. As, --as you'll note, under the -- first of all, under Arizona law, there's no requirement that we have call to the public. We're also allowed to have reasonable time, place, and manner restrictions. So restricting the amount of time to thirty minutes is well within our purview because people have other means and methods to also provide comment to us.

So for this, the -- the -- kind of the beauty of the thirty minutes is that there's no -- like, there's no maximum number of people, this isn't limiting it to ten. So if people keep their comments short, you can have a lot of people make comments in thirty minutes. They can't -- so going through here, the clerk is going to note at the beginning of the call to the public, the time, and say that in thirty minutes the -- the call to the public will conclude. Those -- they will be allowed a maximum of three minutes. And they can't take their three minutes and divvy it up. Although, again, if they get off -- if they leave the podium in less than three minutes, and there's somebody else who wants to come up and speak, as many people who can fit into that thirty minutes can.

Of course, as normal, for call to the public, the presiding officer can only do a few things. One is to ask -- thank the speaker for addressing the issue, and ask the staff to review the matter. I removed in here -- and we'll put it -- put in later, the ability to respond to direct criticism. And that's really to make sure that we allow the speakers that have their thirty minutes, we've got a block that's dedicated to people to come in and say their piece, they get that thirty minutes. And then you guys get your time, you know, you didn't -- if you wanted to -- to respond to criticism, you do that after the call to the public's done so that we can get through that thirty minutes and we can get -- get as many public comments in as possible.

This is the same lights and sound as was in the previous section. And, again, the microphone can be muted when the time expires. So they get their three minutes and

we -- and it can be muted. And then when the time has expired, that's it. Anyone speaking will need to conclude their remarks. And no further speakers allowed that -- that night. But, again, speakers who are unable to speak can email comments to the council.

And then -- and then following that is the council discussion and direction to the Town Manager. Members of the council may request the Town Manager to follow up on matters raised at the meeting, request two minutes to respond to directed criticism raised at any portion of the meeting, and then -- or as has always happened, a consensus the council may request the Town Manager research and report back. And, again, this is trying to -- I know you -- have a more orderly meeting and allow us to get it -- out at a decent time. So this way, you can, you know, if you felt like you were unfairly criticized, you can respond to those criticisms during this portion.

And then the future agenda items. And that, I think, is -- again, that's the same statements, it's just been moved. I don't believe I changed anything as to how the councilmembers can add something to the item.

And then we have clarified the request to comment cards. This is the same as before. We did include in a sample request to comment card at the end of this. I don't think it was included in this redline, but it is in the final document because we were waiting on some technical issues to be resolved for that one. But it is in the final document you have in your packet. It. It makes clear that there are sufficient documents, that they'll be retained -- actually, all this, even the green stuff -- oh, we did make clear that the speakers will be called in the order they were received between -- alternating between those for and against. So that was added. That part was added, the for and against. And then again, as it always has been, if a speaker chooses not to speak when called, they've waived their, his or her, opportunity. That's always been there.

And that statement to request a comment card submitted by those who indicate they will not speak will be grouped by for and against. That's always been in there. So again, I'm not sure why it's saying -- it's redlined.

Maintaining proper decorum in accordance with -- and so, again, going instead of having

lots of different decorum within this section, I've just referred people back to Section 6, and noting that it has to be observed by councilmembers, by speakers, and providing testimony and remarks by the audience. And that actually existed before, it was just, I think, either somewhere else or -- but that was always the case.

And that the presiding officer keeps control of the meeting in accordance with subsection 6.4. So that goes over the, you know, breaches -- what happens when there's a breach of decorum.

And then we made clear that the regular meeting live stream must be available, and that monitors are going to be placed outside the council chambers so that, you know, that it's available for people to watch, you know, both in -- in -- you know, in the hall and in here and online and that there's lots of places for people -- for this meeting to be publicly available. And I did add in, absent unavoidable technical difficulties, that's not supposed to be like, oops, I unplugged it, you know, like there's got to be a real reason, justifiable reason for it to not be live streamed. Like, I don't know, YouTube is down. Like, you can't -- maybe I should have put force majeure or something, you know, where act of nature or God. But that's basically -- that's the same thought, is it has to be completely unavoidable and you have to be able to justify that, why it was unavoidable. And then I think this is actually all the same -- this is for special meetings. I'm not sure why it's showing up as red here. This has always been the case, and I believe that's the statements that it said before, that the public comment is not provided for special meetings, but may be approved by consensus of council, unless there's a -- it's a public hearing for some reason as a special session. But I believe -- I don't believe I added that. That's just maybe a move or change, but that's the way special sessions have always been.

And then it has the -- I -- I just made clear where to -- oh, that -- that referring back to 5.2. So rather than redefining everything, you're going back to the agenda definitions in the section before using the same agenda order. So we've got call -- call to order and Pledge of Allegiance, roll call, consent. And not that there wouldn't be an explanatory paragraph, just that that's -- we've already stated that the consent agenda requires an

explanatory paragraph in the previous section. So that's redundant here. So I was just trying to refer back so that people know where to go for definitions. This is just what the agenda looks like. And again regular agenda is what we say. We don't have action items on the agenda. So conforming that with our practice.

And same on this next section, work session. Again, referring people back to the definitions in 5.2. And this is actually, again, all the way -- the way it's always been. So I'm not sure why it's showing up as green. And the work session agenda and just making clear, state the following, we did add that there because that's different. That's not something that's on any other -- it's not in 5.2. So we had to define that here. And that's the end of that section. And that's why that's-- that's kind of the definition within -- the additional definition that isn't in 5.2.

All right. And then conducting the meeting. So I moved around the rule -- some of the things in the rules of decorum, I put all of the different motions in one section. So they're all defined in the same place. So I didn't remove points of order. I just moved it down to where all the motions are, because you had one motion defined at the very beginning, and the rest of the motions all defined later on. So we didn't remove that, we just moved it.

So then -- we -- again, the application, this is -- this has always been there. The rules of decorum apply to councilmembers, employees, the public. And then again, moving it because it's obviously any unauthorized remarks, like, all the kind of how you behave are under the rules of decorum, like the public isn't -- doesn't have a different set of standards. If a councilmember were to start applauding, stamping their feet, whistling or booing, they would also have issues. So that was moved down to the rules of decorum. Not that any of you councilmembers have ever done any of these things, but we're again making it more understandable and putting all the rules in one section, and who it's applied to in a different section.

So and then many -- some of these rules of decorum we added from the City of Scottsdale. For instance, I believe, that this number 1 was from the City of Scottsdale. That was a really good statement, that all councilmembers shall preserve order and

decorum and shall not delay or interrupt council proceedings, or refuse to follow the direction of the presiding officer or the rules of procedure. Again, that came straight from City of Scottsdale. It was a good statement to add in.

The next one also, too, all councilmembers shall use the queuing equipment to indicate their desire to speak. Came from Scottsdale. You guys have queuing equipment. You can use that to indicate your desire to speak.

The presiding officer shall not unreasonably withhold recognition from a councilmember requesting to speak. However, the presiding officer may call for a vote as to whether to continue repetitive discussion or motion. Again, that came straight from City of Scottsdale's rules of decorum.

So I'm trying not to make up things, you know, but taking instructions from where it's working in other towns, I thought -- or in cities, is a great way to go. And if I remember correctly, this too was also in the City of Scottsdale, is a councilmember once recognized, limit remarks to no more than two minutes -- actually, it was -- and shall not be interrupted by speaking unless called to order by the presiding officer, or point of order or privilege raised by another councilmember. This is to ensure that as many people can make comments and that the meetings don't go long. And so that, again, I believe we pulled that one straight from Scottsdale.

Councilmember shall not be recognized by the -- recognized by the presiding officer to speak multiple times on an issue under debate until every councilmember has been given an opportunity to speak once. Again, straight from Scottsdale. It seems like a great way to keep the meeting moving and the councilmembers in the -- in the committee thought that that was a good opportunity to make sure that all the voices are heard among the councilmembers.

If a councilmember is called to order while speaking, he or she ceases speaking immediately until the call -- the question of order is determined. If it's ruled to be out of order, he or she shall remain silent and shall alter their remarks as to comply with the rules of the council. I'm ninety percent sure that that was already in our rules of procedure, but if not, that came from Scottsdale. Again, that's really compliant with

Robert's Rules of Order. If somebody is -- if a point of order is done, you're supposed to stop speaking, and allow the point of order to be decided on. And so just making sure that that's clear.

Remarks and questions by councilmembers should be confined to the issue under debate. The council shall not discuss or debate issues that are not on the formal agenda. If that was not already on there, it should have been because that is a Open Meeting Law violation if you're discussing things that are not on the agenda. And that's, you know -- it also, you know, if people start speaking out of order, that gives you an opportunity to do a point of order to make sure we stay on agenda.

Councilmembers shall refrain from making statements adverse to the interests of the town. The legal question must be resolved before action can be taken, and councilmember may raise a point of privilege to move to go into executive session. And then this was already in there, it's just moved. You can tell because it's green. So this one, it -- the system got right. But all comments shall be addressed to the presiding officer, who should decide if -- if any response is warranted and whom, if any one, shall address the concern. Councilmembers may request upon recognition, clarification of comments, or materials presented by speakers. Anyway, that's all -- that was all there before.

And this was also already there, it's just been moved. Speaker shall not question directly or debate matters under consideration with staff, other speakers, the audience, councilmembers; all remarks are addressed to the presiding officer. That's typical Robert's Rules anyway. And that's what it stated previously.

So, again, some of these things, it doesn't -- because I did so many moving, not all the changes were identified precisely.

The next one is the presiding officer shall not permit any conduct or statements that disrupt or interfere with the orderly conduct or business of the meeting, such as -- and, again, much of this was taken from Scottsdale. Some of this was taken from what we already have, and others of it was added in based off of the -- the meeting. So -- and I believe already on there was personal tax, indecorous language, or behavior, yes, that

was in the previous rules because we had to look up what indecorous means. And we thought it -- it described things well. So that was in there before. Defamatory statements are not a First Amendment right. And those, I believe, were prohibited before. And if not, you, again, there's no First Amendment right to make defamatory statements. Imputing motives, that is something that is very common among councils, is not to impute motives of those on, you know -- especially because that really goes into defamation in a lot of times. Unauthorized -- and this again -- this was just moved, like, nobody can do unauthorized demonstrations or disruptive outbursts, no threatening or intimidating comments or conduct, whether overt or inferred, no yelling, shouting or screaming, no abusive or profane remarks, no incitement of violence or other illegal acts, no fighting words. I mean, these are kind of, you know, I don't think anyone can really argue that you want that kind of behavior in your meeting. But it's just making clear so that everyone knows the rules of the game.

The presiding officer must also respect the civil rights of citizens. This means that while the presiding officer shall maintain decorum, the presiding officer may not restrict speakers from engaging in good faith criticisms of the town or the actions of the council, and the presiding officer may not engage in viewpoint discrimination. So despite the fact that you can't do personal attacks, you can criticize the actions of your government. That's a First Amendment right. That is absolutely protected speech. And -- and we cannot have viewpoint or content discrimination. And I just wanted to make clear of that in there.

And then adding in, there's the next statement, face coverings that conceal the identity of the wearer are not permitted at meetings except for properly fitted medical grade gas masks or respirators, for bona fide medical condition worn at all times by the wearer except when recognized to speak before the council, or religious face coverings that are part of the wearer's core tenet of faith and part of the wearer's consistent public appearance. We have had some meetings as of recently where -- when things got disruptive, people started putting on masks. And that was a little unnerving, I think, for many of the councilmembers. And so that was something that they wanted made clear

that that's not okay.

And then again, making clear -- this is the enforcement of decorum, and this -- this is just so people know what the rules are so that there's no question as to escalation that if proper order is not maintained, the presiding officer and -- the presiding officer always had this authority, but just making it spelled out clear, recess the meeting to abate the disruption, direct law enforcement -- and some of the stuff was already in here, but it was moved -- direct law enforcement to remove any persons, person or persons, whose conduct is disorderly or disruptive, clear the council chambers and restrict access. That one was not -- the other two were specifically laid out, I believe, before. And then the third one was just to make clear that that's something that if -- if it becomes disruptive in here, we can -- and hopefully that never happens again. I mean, the point is to never get to this point again. But that that's an option if -- if it became necessary.

The presiding officer shall also maintain decorum and -- and that's just -- there's really no functional change. It's just making it less wordy -- or moving the words around. And, yeah, that was all already there before, so it's just restating what was already there before -- or in the previous one, but I guess maintaining it in the same function it was. And that's a little bit redundant. But it's -- anyway, that way it's crystal clear.

There's no changes to teleconference procedures.

The change in -- this just adds back in the call to the public here. And just making clear people have to fill out a request to comment cards. And then talking about how the call to the public is no more than thirty minutes. And, again, all these other things were already there. But, again, even during the agenda item, now, there's at least an objective standard, that if there's more than ten cards, there's something to be done. Thirty minutes is kind of what we -- you guys anticipate is the maximum per agenda item for public discussion.

And then -- and same thing that -- that -- that the presiding officer can limit speakers if -- if we need to end in a timely manner. Like, if we've got a really huge agenda, and we've got a -- it just gives some tools in the toolbox if we've got a really, really large agenda. And again -- yeah.

And then this goes back into the motion. So I think before I said I moved the point of order, I moved it into this section because it makes more sense to describe all the motions in one place. I did take the point of order as we had before. And then honestly, again, I borrowed from Scottsdale because they had some really great descriptions as to what a point of order is. So we added in some of the statements about how -- how and when to use a point of order. I also -- like, we weren't consistent. If you look up here, we weren't consistent with how we -- like, so we had raise a question of privilege, but we actually called it -- defined it as a point of order in there, but we didn't define point of privilege, so I added point of order, which we already had, and then added in a point of privilege, because those are two technically different things.

And then we had limit or extend time to the debate, but then we had limit or terminate discussion was the name of the motion. So I didn't -- I didn't create that motion. That's what was already there. And so I just wanted them to be -- the motion to limit or terminate discussion, so I just wanted what we described as the motions to match what we defined as the motions. So that's all that was. That's not functionally changing anything because that's how they're defined below.

And then I also put them in the same order in which they are up top. So it starts with the -- we did -- previously, we did not define fixed time to adjourn, adjourn or recess. I didn't add those in because I thought that was a little bit outside of the scope, because this is mostly about decorum and about, you know, bringing back call to the public and these ones kind of, the point of order and point of privilege, kind of go hand in hand with those. So I didn't add in, except for point of privilege and extending the point of order, new definitions. But I would say over time in phase two that we are a little bit more explicit to make sure we define all motions, so we don't have to look at multiple documents. We don't have to go to Robert's Rules. We don't have to go to the other two books that we refer to for the -- what -- what's the definition.

Yeah. And so I'm not sure which portion of the point of order is changed or different, but we just made it -- again, took what we had in there, added in some of what

Scottsdale said because it made it more understandable. And then, yeah. And then point of privilege, this included some of Scottsdale stuff and then stuff to make -- there is two different kinds of point of privilege. There's personal privilege and general privilege. And so just made sure that those are clear. So people understand what point of privilege is.

No changes to motions on the table. Motion to limit or terminate discussion. I moved the motion to amend. It's identical except -- yeah. And then so again I just tried to put it in the same order they were before. Motion to continue, same with that. I didn't add that in, it was just moved. Motion to postpone indefinitely, same thing. That's just been moved. It hasn't been added. Yeah. All of that was the same as before.

And then casting a vote. And I don't think I added that in. I'm not sure why it's showing it did, because that's the way it's always been. I guess, right now, we always do a roll call vote, but I don't think that I -- that was not changed. Again, I'm not sure if because it was a compare document, it added -- it changed some things, but obviously the previous statement before did not end within that, so that's -- that's the way it's always been. Oh, yeah, you can see in the next page it -- it blocks -- it lines out what was there before, which is identical to what is up before. So I think it's just because it got moved. And here's another example of where the OCR was wrong. It had an L instead of I in interest on both those statements, and actually on all four times it says interest on that page, those were small Ls instead of the letter I. So those aren't functional changes. They were just changes.

No change in conflict of interest. Oh, I just to -- to be conforming like capitalizing subsection, and when we're referring to something else, that's just a conformity issue. But that's not a change in anything. I certainly did not touch your code of ethics, again, except for here, that's a little L in influence instead of a big I. So that's the -- that's why there's a change there. But none of that was changed.

Boards and commissions. And then -- oh, yeah, include -- as you can see here, it was there, it's just -- I don't know why it's seeing that as a change because that was already there. And then that was showing as it looks like an L instead of a 1, so changed that to

a 1.

Oops. Did not mean to skip that page. Again, call for applicants. Again, this was just -- oh, it had a little L instead of 1. And -- and then, yeah, there's -- I think I made -- oh, I made that one paragraph so via the town's official that -- again, that's just making a lowercase L.

No changes in advertisement. No changes in staff review. No changes in these pages here. And I didn't add that -- oh, yeah, you can see it deleted it from the page before. So I think there was a page break. And so I pulled it up a page so it looked like it deleted. But that's the identical language as you can see from the next page, because I was not touching any other sections. Nothing in these pages.

And you can see on the bottom of this page, where it says ex officio, you can see it crossed out again. This was just -- I was -- I think there was some typographical error in that, but you can see that it's the exact same language as what's crossed out. So there was no changes there.

And then here are another one. It's a staggered tenns instead of terms. It had two Ns. So that was just making that staggered terms. Again, the next page also it said terms. It had a 1 -- I don't know how it got a 1. That's OCR for you.

No changes to any of these pages.

And then the sample request to comment card, which I believe is in your packet -- in the final version that you have there that has the request to comment card. So you see that in the agenda packet as the final document.

All right. So those are all the changes, Mr. Mayor.

MAYOR FRIEDEL: Vice Mayor?

VICE MAYOR SKILLICORN: Mr. Mayor, I assume you're not looking for a formal motion. How are you planning on -- I know we're just looking for consensus to move forward. How are you looking to gather that consensus?

MAYOR FRIEDEL: I think a head nod to move this to an agenda item.

COUNCILMEMBER EARLE: Yeah. At this point, I need to know if there's concerns, changes, things you would like to see in this document so that we can make any final

edits, and then either bring that back for another work session discussion or if they are minimal, bring that back for a full council discussion and potential adoption. So looking to get a sense of how the body feels about these changes, about this draft, and any edits you'd like to see.

MAYOR FRIEDEL: Councilwoman Larrabee?

COUNCILMEMBER LARRABEE: I just wanted to say that my -- my recommendation would be to move forward with no changes.

MAYOR FRIEDEL: Councilwoman McMahon?

COUNCILMEMBER MCMAHON: Thank you very much. How do we want to handle this because I have some concerns about a couple of the revisions and things on the -- on the rules. So do you want me to go through my concerns or do you want to, you know, if anybody else has a concern about any of the similar same things, allow them to discuss it, or how do you want to handle this?

TOWN ATTORNEY WRIGHT: That's up to Mr. Mayor.

MAYOR FRIEDEL: Can you list your concerns in a, I don't want to say quick, but so that we can get -- you can address your concerns so we have an idea of what you're talking about with a -- without a long dissertation. Can you do that for us?

COUNCILMEMBER MCMAHON: I'll do my best.

MAYOR FRIEDEL: Thank you.

COUNCILMEMBER MCMAHON: Because in reading this, and you know, the statement of participation, you know, no clapping. So now the only time we can clap is proclamation or awards, clarification on that, because --

TOWN ATTORNEY WRIGHT: Yeah, that's the way it currently is and that's the way it was --

COUNCILMEMBER MCMAHON: -- people are going to clap anyway.

TOWN ATTORNEY WRIGHT: -- in the prior one.

COUNCILMEMBER MCMAHON: Yeah. So --

TOWN ATTORNEY WRIGHT: So the prior one had the -- the -- the thing that you could not clap, although the -- it said limited in the statement of participation, that actually

was the opposite of what it said in the rules of decorum.

COUNCILMEMBER MCMAHON: Um-hum.

TOWN ATTORNEY WRIGHT: So those need to be consistent. So that's not actually changing the rules. It's just making sure people understand the rules, which I think is very important.

COUNCILMEMBER EARLE: Okay. So also I'm concerned about the Town Clerk having to alternate between for and against in the comment cards because, you know, when I observed them, they're really busy. They're intent on, you know, doing everything correct, et cetera. And I think having to report the cards like that, I think would be cumbersome for them. So I'm not sure that that's really a good idea to have them do, because when comment cards have come in before, they haven't read them, for the most part. They've said, you know, ten for, ten against, et cetera. So to me, I thought that was pretty concise and -- and proper use -- you know, a wise use of their time, you know, other than being distracting and going back and forth. But that's for them to talk to the Town Manager about.

Under -- under call to the public, I am really concerned about a councilmember being able to respond to criticism. I think that my concern with that is when you're a person speaking, it's not on an agendized item, and we're all sitting here. And it was my understanding that, according to the rules, the council should not discuss or take action on a matter raised during call to the public unless properly noticed, because that was when Open Meeting Law violation, you know, came up a couple of times and --

TOWN ATTORNEY WRIGHT: And to -- oh, I'm sorry.

COUNCILMEMBER MCMAHON: And I'm concerned because generally we can't for a lot of reasons. I think it opens debate. I think it -- it, you know, that it's something that it's just not agendized. And we haven't done it in the past.

In addition, and maybe I'm reading this wrong, under the rules of decorum, no councilmember shall engage in debate directly with such speakers, representatives, or town staff. So it seems to me like if you're going to allow that, then this is a contradiction of that. And my concern is one of the reasons why you gave for amending

call to the public was so that we wouldn't have Open Meeting Law violations.

TOWN ATTORNEY WRIGHT: Yeah. So just to clarify, you've always had the ability to respond to criticisms. That's something that this council has used liberally. This is not adding something you've never had. Instead, it's actually limiting it to some degree where it's at the end of the meeting, so it's not directly back and forth with the individual.

Second of all, I did look into this, and the attorney general, I think it was in 2018, issued an opinion saying that you had to provide councilmembers the opportunity to respond to criticism in -- during public meetings, that it would be an Open Meeting Violation to not allow them -- or maybe, I don't -- actually, I'd have to go back to see exactly which violation it was. But, you know, we did -- I did look at the -- the -- the legality of responding to criticism. And what I found is that if I removed it all together, that then you would have a violation, according to an attorney general opinion that was issued some time ago. So it remains there, but it's at the end, and you're allowed to respond directly to criticism.

I will say if there's defamatory statements or personal attacks, those can be a point of personal privilege. So if somebody is alleging allegations and calling a councilmember, or any person, because it's personal attacks of any sort, so if there's an attack claiming that somebody is a pedophile or somebody is this or somebody is that, those -- unless it's, you know -- that's personal attack and that's defamatory, potentially defamatory, I mean, unless they are a convicted pedophile. But in those cases, would be points of personal privilege, which would then also stop the -- the person's ability to make statements that are, you know, defamatory.

But if it's a criticism, like, I don't like the way you're doing your job as a town councilmember, that's something that we have to allow the public to do under the First Amendment, even if it's uncomfortable at times.

COUNCILMEMBER MCMAHON: Okay. I don't understand why we're removing the council shall not discuss or take action on matters not raised without properly noticed. I don't understand why we're removing that.

TOWN ATTORNEY WRIGHT: We didn't remove it. We just moved it.

COUNCILMEMBER MCMAHON: And, in addition, future agenda items, isn't that going to be a burden on the staff to have something come up in the next three meetings? Because often they're planned in advance and they're planned according to the need, is my understanding. So to impose --

TOWN ATTORNEY WRIGHT: That's been in existence now since before I was Town Attorney. That's not something I added.

COUNCILMEMBER MCMAHON: Okay. Thank you. I'm also wondering about the comment about councilmembers can't make statements adverse to the town. I know where that's coming from. But up here, when we talk as councilmembers, it's our legislative -- it's our duty to basically legislate, discuss things, some things -- you know, if I vote against something the staff recommends, is that adverse to the town?

TOWN ATTORNEY WRIGHT: No.

COUNCILMEMBER MCMAHON: If we talk about it or state things and debate it, et cetera, then, you know, is that going to be adverse to the town? I mean, that's a subjective thing. What's adverse to the town in a lot of ways --

TOWN ATTORNEY WRIGHT: Making statements that the town --

COUNCILMEMBER MCMAHON: -- and I think that --

TOWN ATTORNEY WRIGHT: -- violated the law in some way, shape or form would be adverse to the town.

COUNCILMEMBER MCMAHON: You know, I think that we have a duty to exercise independent judgment and weigh in on legal staff advice, policy consideration, facts, et cetera. It's not uncommon for us to maybe question that or have our opinion that might be adverse to some, but not adverse to the person stating it. We can openly disagree. And my concern is, is that if you have that in there, it's hindering us and infringing on our right to free speech and our thoughts and expressing them.

Because I always do my homework, I go through, I explain my vote for a reason. I explain it so that our residents understand why I'm voting that way, and to tell me that I can't make statements adverse to the town, I think that's unconstitutional. You know,

like for in -- and we've all done it. Even people voted to not defend a -- councilmembers voted to not defend a lawsuit against the town. Isn't that adverse? I mean, I -- I don't think that that is constitutionally --

MAYOR FRIEDEL: Okay.

COUNCILMEMBER MCMAHON: -- acceptable.

MAYOR FRIEDEL: We need to move on. We've got other councilmembers that need to -- need to chime in.

COUNCILMEMBER MCMAHON: Well, I didn't get to participate in this. And now you're telling me --

MAYOR FRIEDEL: Okay.

COUNCILMEMBER MCMAHON: -- that I further can't participate in --

MAYOR FRIEDEL: You'll have -- you'll have --

COUNCILMEMBER MCMAHON: -- expressing my comments on the rules of procedure.

MAYOR FRIEDEL: You will have another opportunity because when we agendize this --

COUNCILMEMBER MCMAHON: Jerry --

MAYOR FRIEDEL: -- item, you will have -- you will have more than ample time.

COUNCILMEMBER MCMAHON: I object to it. Thank you.

MAYOR FRIEDEL: Thank you.

Councilman Watts?

COUNCILMEMBER WATTS: Thank you, Mayor.

I think that the sky is not falling, but I agree with Peggy McMahon that the comment about public photography -- professional photographers really is an accommodation. You never see any of the State, Senate, Congress, the photographers are in back. We have to make an accommodation, we have to make space. If there's a lot of news media, there's a lot of photographers, we have to take away some chairs. So I think maybe rewording a little bit to make sure that it's clear that we're not doing anything to restrict, that we're simply doing it to make accommodations. So I'm in agreement with her on that. And --

MAYOR FRIEDEL: For the record -- for the record, I didn't see that as limiting their

access to our meetings at all. Just giving notice.

COUNCILMEMBER WATTS: Yeah, right.

TOWN ATTORNEY WRIGHT: No. And maybe I need to just -- instead of saying -- I think maybe I used the word get written approval, maybe I just need to say, you know, just get -- just make notice, provide notice, advance notice so that we can make accommodations.

MAYOR FRIEDEL: That's -- that's fair.

COUNCILMEMBER WATTS: Perfect. Thank you.

TOWN ATTORNEY WRIGHT: Um-hum. That's fine.

MAYOR FRIEDEL: Councilwoman Earle?

COUNCILMEMBER EARLE: I just want to put it on the record that I would like to see this move forward as is, and with those changes.

MAYOR FRIEDEL: Vice Mayor?

VICE MAYOR SKILLICORN: Yeah. I want to agree with the other councilwomen that I would like us to move forward as discussed.

MAYOR FRIEDEL: Councilperson Kalivianakis?

COUNCILMEMBER KALIVIANAKIS: Thank you, Mr. Mayor.

MAYOR FRIEDEL: Brief, please.

COUNCILMEMBER KALIVIANAKIS: I thank you for recognizing me.

MAYOR FRIEDEL: You're welcome.

COUNCILMEMBER KALIVIANAKIS: Okay. I -- I would just like to say to the body that I object to this whole proceeding today. But more importantly, because it's -- we're on the verge of a town council meeting. We are -- this is supposed to be a workshop. I've been on this council for three years now, and I've done a lot of workshops. A workshop is supposed to solicit the opinions of the seven. Now, in this case, that was taken away because it was put to a committee of three who are now chomping at the bit to end debate tonight. I -- and the notes that I have, particularly, on pages 28, 34, 40, 44, 52, would -- I would like to discuss with the Town Attorney. It would probably take a half an hour cutting into our town council meeting.

I -- I think that these are issues that need to be talked about. I don't know what the rush is, if we extended this work session to another date, so we can all -- like councilwomen down there, Councilman Watts, we do have things that we'd like to flesh out. If we go straight from here to putting it on the agenda, it seems like it's going to be rubber stamped. We're not going to have the thoughtful process that we are going to need to write the best code that we can. This is nothing that should be hurried. This is something that should be thoughtful. It should be deliberated. We should be discussing it. If we have to go back and forth, we can go back and forth with respectful debate. You know, this limiting the call to the public to thirty minutes, and putting in at the end of the meeting, and justifying it because, well, it's better than what we did ending it, and Scottsdale did it. Scottsdale is in turmoil. If you read the articles, if you read Scottsdale Progress, if you read the newspapers, that's a -- that's a town in meltdown. And for us to sit here like little soldiers and say, oh, we're going to justify it because our big sister Scottsdale is doing this, you know, I think that we should do better -- a hell of a lot better than Scottsdale has been doing lately.

I don't understand how we can limit the debate of this council to two minutes. This -- this is kind of becoming -- and this is all over the country. You've got a very strong executive branch, you've got a very strong Supreme Court, and the voice of the legislature, which is us, is all the sudden, an irrelevancy, something that should just be ignored. Oh, it's a -- it's the legislature. You know, we can just write executive orders and take things to the Supreme Court. I reject that. When we discuss of -- the millions and millions of dollars' worth of budget, we do major zoning, like we did with Sandor and with Senderos, and with widening the Shea Boulevard and many other things that this council has debated to two minutes is -- you know, when I give a speech, that's just enough time to identify who I am and why I'm here.

MAYOR FRIEDEL: Well, maybe we need to clean that up a little bit. But the urgency is because the constituents in this town want the call to the public brought back. That's part of the urgency. Your constituents, mine, Rick's, Gayle's, Peggy's, Allen's, and Hannah's, that's --

COUNCILMEMBER KALIVIANAKIS: Then let's bring it back the way it was.

MAYOR FRIEDEL: -- that's -- that's the first thing. And, secondly, you can bring up your items. We're going to agendize this. You can bring up your thoughts for concern. I don't see demonstrative change to what we had to what we're going to. I don't -- I don't see a whole lot of change to it. There's -- there's a couple --

COUNCILMEMBER KALIVIANAKIS: Limiting a debate to two -- two minutes is -- is -- it's ridiculous.

MAYOR FRIEDEL: No, it's not.

COUNCILMEMBER KALIVIANAKIS: You can't -- you can't make a cogent case in two minutes.

MAYOR FRIEDEL: Yes, you can.

COUNCILMEMBER KALIVIANAKIS: It took an hour just to describe the changes that were said to be minor here.

MAYOR FRIEDEL: Well, that's because we went over --

COUNCILMEMBER KALIVIANAKIS: You can't --

MAYOR FRIEDEL: -- we went over every grammatical error, all the punctuation and --

COUNCILMEMBER KALIVIANAKIS: We talk --

MAYOR FRIEDEL: -- and everything else.

COUNCILMEMBER KALIVIANAKIS: -- we talk about issues that affect every single life in this town and the money that we tax them on, and to limit the debate, to just bring things on the agenda, I'll give you two minutes and rubber stamp it, is not -- not a good way to do business. And it's not a -- not a good way to proceed.

MAYOR FRIEDEL: All right.

COUNCILMEMBER KALIVIANAKIS: That's why I think we should bring it back for one more work session. We can straighten it out, and then we can proceed.

MAYOR FRIEDEL: Your point -- your point is taken.

Vice mayor?

VICE MAYOR SKILLICORN: Thank you, Mr. Mayor. I just want to point out, when I was in legislature, I was limited to two minutes. I had to be concise.

MAYOR FRIEDEL: Councilwoman Larrabee?

COUNCILMEMBER LARRABEE: Thank you, Mayor. I wanted to clarify that it's -- it's saying two minutes for the councilmember's comment. It's -- it's so that everyone on this council has an opportunity to speak on the issue. We don't -- it's preventing the opportunity for a filibuster, right? And it's allowing for, okay, you've had your two minutes, you can respond afterwards, we can continue debate. But we need to allow if we have multiple people wanting to speak on an issue, we need to ensure that there are time -- there is time for those multiple people to speak on the issue. And it also means that we go home at a reasonable hour. So, for example, if we are having a speech about our issues with rules of procedure, random example, and instead of speaking about our issues of the rules of procedure changes, we speak about the fact that we're angry that we change the rules of procedure for ten minutes, maybe we could shorten those comments. It's just a suggestion, completely random.

TOWN ATTORNEY WRIGHT: If I may? That is correct. It's two minutes for your initial statements, and then everyone else gets an opportunity so that everyone on the council has an opportunity to be heard on an issue. And then there's nothing saying you couldn't be -- the presiding officer can't -- wouldn't recognize the speaker again for further comments. So unless there's a motion to limit debate or stop debate.

MAYOR FRIEDEL: Correct. So you'll have more than two minutes.

We're going to end this right now because IT needs to get set up for the council meeting that's coming up. So we're going to adjourn this work session. And I think direction has been given to bring this back as an agenda item so that other points can be made.

Thank you.

HAVING NO FURTHER BUSINESS, MAYOR GERRY M. FRIEDEL ADJOURNED THE WORK SESSION OF THE FOUNTAIN HILLS TOWN COUNCIL HELD ON JANUARY 20, 2026, AT 5:14 P.M.

APPROVED:

GERRY 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 TOWN COUNCIL MEETING OF THE TOWN COUNCIL, TOWN OF FOUNTAIN HILLS, HELD ON JANUARY 20, 2026. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD AND THAT A QUORUM WAS PRESENT.

BEVELYN J. BENDER, TOWN CLERK

TOWN OF FOUNTAIN HILLS
MINUTES OF THE REGULAR SESSION
OF THE FOUNTAIN HILLS TOWN COUNCIL
JANUARY 20, 2026

A Regular Session of the Fountain Hills Town Council was convened at 16705 E. Avenue of the Fountains in open and public session at 5:31 p.m.

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

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



Post-Production File

Town of Fountain Hills
Regular Meeting Town Council
January 20, 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 the meeting to order if you would please rise for the Pledge of Allegiance. I pledge allegiance --

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

MAYOR FRIEDEL: Thank you. And if you choose to remain standing, we'll have the invocation tonight by Pastor Rod Warembourg from Desert Creek Fellowship Church. Pastor.

PASTOR WAREMBOURG: Thank you, Mayor, Council. If you would care to join me. It's my honor to share the prayer of invocation tonight.

Father, we invite you to come tonight. And Lord, we ask for your help remembering that we are just dust. Lord, we ask that you would be made wisdom to this council, that you would be made wisdom to the people who speak tonight. Father, I pray that you would help this council direct Fountain Hills in a way that is for her better good, and for her progress. Father, we ask all these things tonight. In the name of your son, Amen.

ALL: Amen.

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

TOWN CLERK: Mayor Friedel?

MAYOR FRIEDEL: Present.

TOWN CLERK: Vice Mayor Skillicorn?

VICE MAYOR SKILLICORN: Here.

TOWN CLERK: Council Member Earle?

EARLE: Present.

TOWN CLERK: Council Member Kalivianakis?

KALIVIANAKIS: Here.

TOWN CLERK: Council Member Watts?

WATTS: Here.

TOWN CLERK: Council Member Larrabee?

LARRABEE: Here.

TOWN CLERK: And Council Member McMahon?

MCMAHON: Here.

TOWN CLERK: Mayor, you have a quorum.

MAYOR FRIEDEL: Thank you. And we'll start with our report by the town manager, Rachael.

GOODWIN: Mayor, Council, thank you. Hope, everybody enjoyed your holiday break, welcome back. We have a lot of business going on here in the town. It is a very, very busy time of year for us. So I just want to cover a few highlights. First, there's been a couple questions that have come in regarding our Munch and Music program, which is organized by the Fountain Hills Civic and Cultural Association. They've alerted the town that the program has been canceled, and we are working to update the community about this change. It was rather sudden so we are working to update everyone.

If you were planning to join us, please instead mark your calendars for our third Thursday Concert series, which continues to be very well received. Last Thursday evening, we had more than 200 residents and visitors attend the concert at Centennial Circle. The next concert is scheduled for February 19th, and we encourage the community to join us for this free program. If you haven't been, it's a good time.

A couple of other notes, especially regarding road maintenance. As part of the planning, the final planning for the eastbound Shea Boulevard widening project between Palisades and Fountain Hills Boulevard. The town will be conducting traffic data collection this week at Shea and Eagle Mountain, and Shea and Palisades. The work will use temporary video cameras to record turning movement counts. These cameras are for traffic analysis only, and they are not used for enforcement. Keep that in mind. This process is scheduled for tomorrow, Wednesday the 21st, as well as Saturday the 24th. No traffic impacts or lane restrictions are expected. So if you get any questions, that's what we're doing. Thanks for your cooperation as we get ready to launch that program. Lastly, I wanted to remind residents that the public meeting for the Palomino Paving Project will be held on the 22nd at the Community Center. So that's Thursday from 4 to 6:30. The meeting will provide updated information on the project scope, schedule, anticipated timelines, and offer an opportunity for residents to ask questions and

receive direct updates from staff.

That's my update, Mayor.

VICE MAYOR SKILLICORN: Thank you. We have a lot going on for sure.

Okay. We'll start now with some recognitions that we've got tonight. And the first one up is the Mayor's Veteran of the Month. And this month we are recognizing Tech Sergeant E6 Richard Dick Shogren. He was born and raised in Chicago, Illinois. In 1953 he enlisted into the US Air Force and was shipped to Korea, where he spent two years assigned to a troop carrier -- a troop carrier squadron. In 1958 Dick accepted a three year assignment in Spain, where he was part of the maintenance team repairing aircraft that served throughout Europe, Africa, and the near east countries. In 1962, Dick returned to the United States and was assigned to a C-130 aircraft transport unit in Smyrna, Tennessee, where he trained personnel from various allied countries. In 1963, after ten years of active duty in the Air Force, Dick retired to civilian life. Throughout a long civilian career, Dick held various positions with Motorola Corporation and Ford Motor Company, from which he retired in 1995 as a director of engineering. And I happen to know this young man personally, and I'm really honored to be able to present this recognition to him tonight.

So Dick, come on up, will you, please?

SHOGREN: Yes. I'm here to basically represent our organization.

MAYOR FRIEDEL: Let me give you the microphone --

SHOGREN: Okay.

MAYOR FRIEDEL: -- that way you can really let them know.

SHOGREN: Okay. Our VFW, we have some members here tonight. Most of them have a cap on like I do. But anyhow we're also involved in things around here with people as donations to organizations within the country here. And I'm very proud to be a member and a resident here in Fountain Hills. So that's about it.

MAYOR FRIEDEL: Beautiful. Thank you.

And next up is the Mayor's Business Spotlight. And tonight, we're honoring Sami Fine Jewelry. For nearly four decades, Sami Fine Jewelry has been a shining example of

creativity, resilience, and community pride in the Town of Fountain Hills. Since opening its doors in 1987, Sami Fine Jewelry has grown from a dream into a beloved local landmark. I know we've spent quite a bit of time there. Located in a 3,700 square foot showroom in Fountain Hills, Sami Fine Jewelry features more than 3,500 unique pieces, and is the only jewelry retailer in the United States with a dedicated American gemstone and jewelry gallery. Let me repeat that, the only jeweler in the United States with a dedicated American gemstone and jewelry gallery. So that's really unique and really outstanding. Celebrating domestically sourced materials and exceptional craftsmanship. The story of Sami Fine Jewelry is one of perseverance and inspiration. Founder Sami opened her first standalone store in 1987, discovering her passion for Arizona amethyst along the way. Her dream of building a permanent home on the Avenue of the Fountains became a reality in 2001 thanks to resilience, determination, and a little bit of fate. In 2013, Sami's daughter Stephenie stepped into the leadership, bringing a fresh vision shaped by years of learning alongside of her mother. Under her guidance, the business has flourished, expanding its American gem collection and earning recognition throughout the region. Stephanie has been nominated for Fountain Hills Business Person of the Year, and Sami Fine Jewelry continues to receive accolades for excellence, innovation, and customer service. Today, Sami Fine Jewelry proudly represents the spirit of Fountain Hills being creative, welcoming, and community driven. With more than 65 years of combined experience in the jewelry industry, the team remains committed to quality, authenticity, and creating meaningful connections that last a lifetime.

Stephenie, thank you for your leadership and service to our community. We are truly grateful. Please come on up.

BJORKMAN: Thank you guys so much. As you know, I'm second generation and I grew up in Fountain Hills, and I love it. And I'm glad that I not only got my education here, but I have a successful business and I couldn't be in a better town, so thank you.

MAYOR FRIEDEL: You're welcome. Thanks.

And then I'd like to recognize Angela Padgett-Espiritu. She's the recipient of the IIMC

Certified Municipal Clerk certificate. So I'll read a little bit about that, and then we'll have her come on up.

The mayor and the town council proudly recognizes Angela Espiritu for earning the Certified Municipal Clerk designation from the International Institute of Municipal Clerks. This nationally recognized certification represents a high standard of professional achievement and reflects Angela's dedication to excellence, ethical governance, and ongoing professional development. Earning the CMC designation requires extensive experience, formal education, and a demonstrated commitment to serving the public with integrity and professionalism. And if you've dealt with Angela, you know that she's all of that. The Town of Fountain Hills extends its sincere congratulations and appreciation to Angela for this outstanding accomplishment. The town council and staff commend her for her continued dedication to public service and her exemplary service to the residents of Town of Fountain Hills.

Angela, please come on up.

PADGETT-ESPIRITU: Thank you.

MAYOR FRIEDEL: So Angela didn't want to say anything, so I will. Those of us who work with Angela really appreciate her time and dedication to this town. She does a lot of work behind the scenes that a lot of people don't realize or see on a day-to-day basis, but everybody sitting up here knows and we really appreciate it. So Angela, thank you from all of us, again, thank you.

Okay. And now we're going to start with some other recognitions. So we've got Martin Luther Day -- Martin Luther King Jr. Day. We had some youth poetry contest winners. And I've got Gayle Earle, who is going to present a little gift to each of them, and we're going to have them read their poems.

EARLE: I'd like to call up Audrey Bernhardt. You want me to read it for you? Okay.

Audrey would like me to read her poem for her.

Martin's Dream. Imagine a world where we all belong. Love is the key. Together we're strong. All of our talents coming together as one. When that day comes, we know our job is done. Together we stand hand in hand dreaming of a new land. Where no matter

your color, your shape, or size. When we work together, we shall rise. This is what Martin Luther King wanted. He knew he could speak, so we would be prompted with his words in our hearts we will preach. So that Martin's goal will soon be reached. As the good doctor said, our lives begin to end the moment we become silent about things that matter. Let us not forget these words, or our world will shatter.

We have a certificate for you here, as well as a visa card for \$150.

Next I'd like to call up Zuzu Dunlap. And I understand Zuzu would like to read your own, or maybe you know it by heart? Okay. Good.

DUNLAP: A poem for Martin Luther King Jr. Putrid, you had been called. A vile creature when all you wanted was peace. You fought, but not with violence. Using your voice, you had fought. Your voice got attention. Attention that saved thousands. Hate had come your way, but you did not stand for it. You got hurt and condemned to a cell. But you did not stop fighting. Years yet -- yet -- yet after your years of war and peaceful protests, you had finally won your battle and your justice. When you had stood up, you spoke up.

EARLE: Beautiful. Thank you.

Zuzu, we have a certificate for you as well as a prepaid visa card with \$150 on it. Thank you.

And then we have Jacob Holmes. Would you like me to read yours or you want to read it? You want me to read it? Okay.

A world where all belong does not only have to be truth within a song, it can happen. Do you not see? It can be real like you and me. A world where all can be free is a world of equality. We can make this world change. And it can all start with just words on a page.

Thank you. You also get \$150.

MAYOR FRIEDEL: Thank you, Gayle.

And now we'll have Brenda Kalivianakis with the proclamation for Dr. Martin Luther King Jr. week.

KALIVIANAKIS: Thank you, Mr. Mayor. And I'd like to congratulate all the winners of the

poetry contest tonight. They were all beautiful. And to all the contestants that applied, you're all winners. Thank you very much.

Dr. Martin Luther King was a visionary. He was a leader whose commitment to justice, equality, and nonviolent action helped advance the civil rights movement and shape a more inclusive nation. Martin Luther King Jr. Week, observed during the week of January 18th to the 2026, provides an opportunity to reflect on his legacy and recommit ourselves to the values of respect, service, and unity. The Town of Fountain Hills believes in the dignity and the worth of every individual, and we recognize the importance of fostering, understanding, and opportunity within our community. Now, therefore, the town of Fountain Hills proclaims the week of January 18th, 2026 as Martin Luther King Jr. Week and encourages residents to honor Dr. King's legacy through reflection, service, and acts to promote equality, justice, and peace.

MAYOR FRIEDEL: Thank you.

And now we'll have Councilwoman Hannah Toth with the Human and Sex Trafficking Awareness Month.

LARRABEE: Thank you, Mayor. Hannah Larrabee here.

MAYOR FRIEDEL: I'm sorry.

LARRABEE: Whereas human and sex trafficking are serious crimes that violate fundamental human rights and impact individuals, families, and communities across the town of Fountain Hills. And Whereas trafficking often occurs in plain sight and affects people of all ages, genders, backgrounds, making community awareness and education essential to prevention and early intervention. Informed and engaged residents play a critical role in recognizing the warning signs of trafficking, reporting suspicious activity, and supporting victims and survivors. And whereas, the Maricopa County Attorney's Office is launching the Break the Chain Campaign to promote prevention, awareness, and community responsibility in addressing human and sex trafficking. Mayor Gerry Friedel proclaims the month of January as Human and Sex Trafficking Awareness Month. Do we have anyone from the county to grab this? I didn't think so. So if it's okay, I did want to say a couple comments.

Not that long ago, about a year and a half ago, I went to a speech by a victim of human trafficking who spoke about how it started as a very abusive relationship with her boyfriend, and it turned into that boyfriend selling her. It was a horrific tale. And when I asked her where she was from, she said, Fountain Hills. It's very easy for us as a community to think, well, we're a small town. We're mostly an older town. It wouldn't happen here. It happens here. It happens everywhere. And so I hope that this is something that we don't take lightly. Do your research on the signs of human and sex trafficking. For example, if you're in an airport or a very public location, you see a woman say this, means she's trapped. Please do your research. This is such an important topic, and it's very close to my heart as well.

Thank you. Mayor.

MAYOR FRIEDEL: And our final proclamation is Speak Up, Stand Up, and Save a Life Month. The Speak Up, Stand Up, Save a Life Movement works to strengthen connections between young people, families, schools, law enforcement, and the broader community. It addresses the reality of many tragedies, including youth suicide and preventable -- which are preventable when warning signs, whether in person or online, are recognized and acted upon. This initiative empowers students to seek help for themselves and others, and encourages peers to speak up when they see concerning behavior, and promotes training for adults, and reinforces the message that caring enough to act can save lives. Across Arizona, students from 169 schools have led impactful projects, reaching more than 500,000 youth statewide. Therefore, the mayor and the Town Council of Fountain Hills proudly proclaimed the month of January as Speak Up, Stand Up, Save a Life Month and encourage schools, families, educators, and law enforcement, and community organizations to work together to promote awareness, prevention, and the well-being of our children and adolescents.

Is there anybody here to accept this from the county? We'll get this to them. But anyway we appreciate all the efforts that are put into this program. So thank you.

And now we'll move on to the presentations. Rachael?

GOODWIN: Mayor, we have one presentation this evening. I believe Geoff Yazzetta

with our International Dark Sky Discovery Center is here to share an update on the progress of the facility.

Is that right, Geoff?

YAZZETTA: That's correct.

GOODWIN: Awesome. Thank you for being with us.

YAZZETTA: Thank you.

CITY CLERK: And then just a quick note to our mayor, and council, and to the public. So when the PowerPoint attached to what is currently public, something happened in the conversion where there were some blank slides that you saw. So that was not on purpose. We're not trying to demonstrate the dark skies. Geoff submitted it accurately, but today he had a few updates. So just kind of scratch what was in the packet. We'll show this PowerPoint and then our Clerk's Office will update this. So again just for full transparency. Testing one, two, three, chickarooni (ph.) we need some help. Testing. Testing.

MAYOR FRIEDEL: There we go.

CITY CLERK: Do I have to start all over? Mayor, shake your head.

YAZZETTA: Thanks, so much, madam.

CITY CLERK: It's all yours.

YAZZETTA: Thank you.

Testing. Testing. Mayor, Council members, staff, good evening. Happy new year. Geoff Yazetta, board member with the International Dark Sky Discovery Center. When I last presented here, it was two years ago, and there was a vacant lot. And we had some renderings, some really cool drawings of what the Discovery Center would become. Now we have a building, so I'm really excited to share this short update with everyone here. So we'll get into it.

Okay. Some highlights of the Discovery Center. It is a 23,000 square foot, first of its kind STEM facility that is located just across the parking lot on the other side of Centennial Circle. We've all seen it by now. There are five main components of the Discovery Center. There is the Dark Sky Observatory, which is complete at this point.

And featured in that observatory is a PlaneWave CDK700 telescope. This is a very high tech research grade telescope that features a 23 -- I'm sorry, a 27 and-a-half inch mirror, which makes it the largest mounted telescope in the greater Phoenix area. By comparison, my personal telescope has a five inch mirror. The larger your mirror, the more light you collect, the more the night sky you get to enjoy. So this is a pretty cool telescope that we have here.

There's the Hyperspace Planetarium. That will have about 60 seats. The interior dome will be tilted, and we're going to have state of the art projection technology, which will give you an immersive experience.

There's the Inspiration Theater. We'll have 150 seats there, and it will also have top of the line projection and audio equipment.

The Night Sky Exhibit Hall is going to be a 3,300 square foot space, with static and hands-on exhibits that will teach us about the negative impacts of light pollution on plants, animals, and human beings.

The Einstein Exploration Station is a 900 square foot classroom space that will be dedicated to hands-on learning about the physics of light. With all these cool components, there are a lot of partnership opportunities that we're exploring with ASU. We'll also be reaching out to community colleges and high schools, et cetera. And zooming out the facility, there are a wide range of uses for it. We can host lectures, people can conduct research, there can be tours and star parties, corporations can hold their receptions there. It is a really versatile space and there's a lot of different things we can do with it.

The facility itself is designed by SWABACK. Phase one, which is the building itself, the Dark Sky Observatory itself, the lobby, the stargazing terrace, snack bar, and gift shop were all built by McCarthy. And then phase two is in the works, and I'll be giving an update about that here shortly. So moving on.

Some key historical dates. How did we get here today? In 2015, the Fountain Hills Dark Sky Association was formed with the goal of preserving the night sky here in Fountain Hills. A year later, town council unanimously approved the updated outdoor lighting

ordinance. And then in 2017, the town fulfilled the Dark Sky International requirements for Dark Sky designation, which allowed for Fountain Hills to be recognized as the world's 17th Dark Sky community on January 8th, 2018. This is really exciting and very unique because Fountain Hills is just a few miles away from one of the largest growing metropolitan areas in the country. So it's a really unique designation for us.

Then in 2019, a group of very dedicated and very committed people, many of whom are sitting behind me right now, came up with the idea for the International Dark Sky Discovery Center. And what they wanted to do is not just harness this Dark Sky movement, but they also wanted to offer education for astronomy and physics and the impacts of light pollution for children and adults alike. So great, great movement. Then in 2022, the town approved the site plan and elevations for the building that currently stands.

On April 8th of 2024 we held our groundbreaking ceremony, which I believe everyone here was at. Pretty exciting day, and that coincided with a partial solar eclipse.

A few months later, July 8th of 2024, McCarthy began construction, and then they concluded construction about a year later, on July 11th of 2025. So moving on.

Current status and next steps. At present, we have raised 28 million out of the required 30 to bring this project to life. And just this month, we received a \$400,000 donation from a very generous individual here in Fountain Hills. And we're both optimistic and confident that we will complete our fundraising efforts this year. That being said, if you know anyone that is passionate about Dark Sky preservation, please send them our way because we do have fundraising yet to do.

As far as phase two, this is two thirds of the interior. SWABACK has completed their designs. And by designs, this is all the different things that are going to be installed within the construction process. So we received those documents today. We're going to review them internally, and then we're going to turn those over to McCarthy, who will then send them out to the various subcontractors, and they will collect all of that information and put together a proposal and pricing for the phase two construction. We anticipate this process to take about a month. So we are tentatively anticipating

that the actual phase two construction will start in March or April, and we are projecting a six month construction timeline, which would put us at a fourth quarter opening here in 2026.

I want to move on and show some pictures of the project, just to give you a size -- or a sense of size and scale. So this was early on in the construction process. This is an aerial of the job site. That yellow that you're seeing, that's the moisture barrier that goes down early in the construction process. And in the bottom right, that is ducting for the HVAC system in the planetarium. This is a concrete pour either August or September of 2024, and the picture was probably taken at 3 or 4 in the morning. It's very hot here and concrete needs to be poured, you know, with the right temperatures. So they started early a few times. This is the planetarium dome being constructed piece by piece. Here's another aerial showing some masonry work framing. And then on the right, the framing for the planetarium dome has been completed. This is the building nearing completion. You'll see the observatory dome has been placed on the left, and then the planetarium dome has been placed on the right. And they're installing the metal covering on it that has that real cool iridescent effect when the sun hits it. It's pretty neat. Here's our CDK700 telescope that is carefully being lowered into the observatory. It kind of looks like the lunar lander. And here is the telescope that is mounted in the observatory. I want to call your attention to the eyepiece, that pipe that goes down to the right. So that can be adjusted up or down so anyone of any age, or height, or physical ability can enjoy the night sky looking through this eyepiece. Other facilities, you might have to get up on a ladder. You know, sometimes you kind of need to do some gymnastics to look through the eyepiece. So a lot of thought went into making this accessible for everybody. This is the control room. So this is where we tell the telescope what to look at. And it uses some high tech stuff that escapes my understanding, but it works. So that's what matters. And here is the finished facility. If you look at the bottom left corner, you'll see the stargazing terrace, and there are some telescopes placed there that were donated to us by Celestron, which is a major telescope manufacturer. So those are what we use for star parties.

And then finally I want to take you to outer space. This is the Dumbbell Nebula. It is 1,360 light years away. And if you convert that into miles, it's 8,000 trillion miles. Really, really far away. Hard to kind of wrap your head around it. But what is more exciting than that is this was the first object that our telescope located and captured a picture of. We call it first light. And this is, at least in my opinion, it encapsulates and is a testament to the efforts that our group has put together, that town staff and town council has supported us in as well as the greater community. There's a lot of people who have helped us out along the way. It is a true team effort. And we've had many donors who have helped us reach this point. So we're almost there. Again, we're looking to open towards the end of this year. That is my update, and I'd be happy to answer any questions if anybody has any.

MAYOR FRIEDEL: I'll just make a comment. What a fantastic undertaking and to get it done, it's really impressive. And that first light is really cool.

YAZZETTA: Thank you, Mayor.

MAYOR FRIEDEL: Thank you for all your efforts and the board, I see Joe Bill, and Nancy Bill, and some others there. Thank you for your efforts. This is really remarkable. And it's going to be an outstanding addition to the town. So thank you.

YAZZETTA: Thank you, Mayor.

MAYOR FRIEDEL: Okay. Next up we have our consent agenda.

LARRABEE: Motion to approve.

KALIVIANAKIS: Second.

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

TOWN CLERK: Council Member Watts?

WATTS: Aye.

TOWN CLERK: Council Member McMahon?

MCMAHON: Aye.

TOWN CLERK: Council Member Kalivianakis?

KALIVIANAKIS: Aye.

TOWN CLERK: Council Member Earle?

EARLE: Aye.

TOWN CLERK: Council Member Larrabee?

LARRABEE: Aye.

TOWN CLERK: Vice Mayor Skillicorn?

VICE MAYOR SKILLICORN: Aye.

TOWN CLERK: And Mayor Friedel?

MAYOR FRIEDEL: Aye.

TOWN CLERK: Mayor, seven-zero.

MAYOR FRIEDEL: Thank you.

And we'll move on to our regular agenda. Item A is consideration of possible action relating to a fill waiver for 15656 East Centipede.

Rachael?

GOODWIN: Mayor, thank you. I'm going to turn this item over to John for discussion and questions. I'm going to give him a second so he can get his presentation pulled up.

WESLEY: Good evening, Mayor and Council. It's good to see you this evening and start this new year off with something exciting, like a cut fill waiver. So as stated, this is 15656 East Centipede, as we've covered a few times before, but keeping you up to date with the ordinance. It does allow -- or first of all, in Section 503 of our subdivision ordinance it limits cut and fill to a maximum of ten feet either way, but does also provide the opportunity for council to consider and approve waivers in excess of that ten feet. A new house is being designed at the address listed and has an area fill more than ten feet, thus, they have requested the waiver after some extensive back-and-forth with staff looking for options of how to meet the objectives of the property and design for this house. So here we see the location of the of the home and the lot that we're talking about along Centipede adjacent to Mountain Wash (ph.). The slope on this property in the area of the house exceeds 27 feet -- or 27 percent. The applicant has maximized the slope of the driveway down to lower the house as much as possible to help deal with the grade on the property. He is proposing, wants to have a lower level

garage, a large shop area for the work that he does. And so along with that, he needs an area outside the structure there for the cars to maneuver in and out, which required the large area to the east of the garage. So again, he's got fill on that east end in excess of 10 feet, and some of it is almost 20 feet high. So here we do see a close up then of that driveway pad area. The cars would come down the driveway. Use this maneuver area to get into the garage shop area in this location. And again, that's the reason this is the size it is to provide for that maneuvering. And it's at this northwest side up here where the grades are the most of the fill occurs. Here's a cut through the driveway location here showing an example of those fills. I know those are a little bit small, but that says a little bit over 17 feet in that location. And here's a view of the house from across the Wash area, with the retaining walls that build it up to provide that pad. So looking at this again, we have very steep topography in this part of town that the applicant is working with in trying to design the home for this location. The home will be built at about this 1920 contour. Homes across the other way are just a little bit lower, you can see 1910 here and stepping down. And it's about 800 feet from this property line over to about where the back of that will be. So a pretty good distance for any view of those retaining walls and that built up area.

The applicant is also proposing landscaping to be placed along the walls to help screen the walls from that view across the canal area or the Wash area. And also they have worked hard with the retaining walls to meet the requirements for maximum heights on those and the separations between the walls.

There would be some option, possibly, that the walls could be pulled back a little bit and still leave maneuvering area, although that starts to make it a little bit restrictive for what he would like to do, and doesn't make a whole lot of difference in the area for the fill. But that that could be an option if the council wanted to consider that. Staff does recommend approval of the fill waiver as requested.

Any questions you have of me? The applicant is here if you have questions of him.

MAYOR FRIEDEL: Councilman Watts?

WATTS: I was last, but I'll go first.

John, can you go back to the elevation of the house and the terracing? That one. So I like the way landscaping was added to the various lifts on that terracing. My only concern is the wall that is effectively the foundation of the house, the one to the left of the terracing, doesn't show much in the way of hiding it, because it's such a massive wall. What can we do or is plan review going to stipulate that we need something to soften that area?

WESLEY: Mayor, Council Member, that wall could be built that tall without the cut fill waiver. That's just a stem wall on the house. And the fill at that point is less than ten feet, so we haven't considered that. I do understand what you're saying, but we have nothing in our rules and regulations that would require that additional landscaping.

WATTS: So if you go back to the picture again, I didn't catch the fact that it was -- I guess I didn't see a detail that it was ten feet or less on that particular wall.

WESLEY: Yeah, by the time -- Mayor, Council Member, by the time you get back here, where that wall is, that's right at or just less than ten feet of fill.

WATTS: So the picture of the elevation itself is a little deceiving, because when you go from what appears to be ground level up to the edge, it looks to be greater. So you've already taken into account some of that fill.

WESLEY: Correct.

WATTS: So you don't have -- but I still think you need some softening in there.

WESLEY: That would be would be nice if that were done. I do agree.

WATTS: Thank you.

MAYOR FRIEDEL: I think your plan showed some trees out in front of that area, if I remember correctly.

WESLEY: There are a few, Mayor, again looking for the -- over in this area --

MAYOR FRIEDEL: Yeah.

WESLEY: -- from the distance will.

MAYOR FRIEDEL: Yeah. So that'll probably soften it up.

Councilwoman McMahon?

MCMAHON: Thank you.

John, has the neighbors objected? Has there been -- is there any needed notice to them or anything like that about this deviation?

WESLEY: Mayor, Council Member, there's no notice requirements for cut fill waivers.

MCMAHON: Okay. Thank you.

MAYOR FRIEDEL: Vice Mayor?

VICE MAYOR SKILLICORN: Thank you, Mayor. My only thing is I think the driveway is a little bit steep, but that's up to the homeowner. So I'll make a motion to approve.

LARRABEE: Second.

MAYOR FRIEDEL: We have a motion and a second. And just so you know, I've been out to that street and seen -- this is a tougher build, for sure. So I'm in favor of it, too. So we have a motion and a second. Roll call, please? Sorry. Any comment cards?

TOWN CLERK: No, Mayor --

MAYOR FRIEDEL: Thank you.

TOWN CLERK: -- no comments cards. Council Member Earle?

EARLE: Aye.

TOWN CLERK: Council Member Larrabee?

LARRABEE: Aye.

TOWN CLERK: Council Member McMahon?

MCMAHON: Aye.

TOWN CLERK: Council Member Kalivianakis?

KALIVIANAKIS: Aye.

TOWN CLERK: Council Member Watts?

WATTS: Aye.

TOWN CLERK: Vice Mayor Skillicorn?

VICE MAYOR SKILLICORN: Yes.

TOWN CLERK: And Mayor Friedel?

MAYOR FRIEDEL: Aye.

TOWN CLERK: Mayor, seven-zero.

MAYOR FRIEDEL: Thank you.

Next up item B is consideration possible action regarding cut and fill waiver request to permit an area of approximately 1,781 square feet to exceed the maximum 10 foot visible fill.

Rachael?

GOODWIN: Mayor, you kind of said it all. We have another cut fill waiver discussion. However, this one is going to be led by Farhad Tavassoli.

I'll turn it over to you.

TAVASSOLI: Great. Thanks, Mayor, Council Members. So this is also a cut fill waiver request. However, this is cited clearly to the south of John's previous request that he presented, down at Firerock. And just as a correction to the agenda language, the address here is 9619 North Four Peaks Way.

I won't go over this again, as John did in the previous -- in his presentation about the subdivision ordinance and what requires a cut fill waiver. As I said, the site is down in Firerock. And in the inset map here on the upper left, this is just by way of location, this is Firerock Country Club Drive and this is Four Peaks Way. The property is about -- the subject property is about a little over -- well, it's about 31,500 square feet. It's about 150 feet wide along the street frontage, and it's about 240 feet in depth from the frontage to the end of the lot. And what you're seeing here, the two foot contours, I did my math again and tried to find out what the percentage of the slope is. It's actually 30 percent, not the 50 percent cited in the report. It is still quite an aggressive lot. Maybe a little bit more steep than the previous site that John presented. But it is quite steep, as are most -- or a lot of lots in the Firerock neighborhood.

I've included an oblique here that might better illustrate the intensity of the slope. The two arrows I have here are the property markers, approximately. As I said, it's about 150 foot wide lot, and it's about a 30 percent slope basically from the street frontage down to the end of the lot, which I said is about 240 feet long.

So the applicant here is requesting a cut fill waiver for fill as much as 20 feet tall. The areas that you see on the darker purple are the areas where those fills are going to exceed ten feet. The most amount of fill would be here where the garage is located. It's

as much as 20 feet at this point where my cursor is right now hovering. These other two areas down here, anywhere between 12 to 14 feet of fill. This is down at what's labeled as the basement pergola right below the pool. Which I'll have a better illustration in the forthcoming slides. And this is -- this area here is within the livable area of the home. Part of the reason why this area needs as much fill as being proposed is to keep the driveway at below 18 percent. Actually, even with this amount of fill here, it's at about 17 percent.

I've included just a portion from the building plan that the applicant provided. Again, so here Four Peaks Way, this is the front of the building or the front of the house right here where my cursor is. Here's the garage. In order to kind of soften the appearance of some of the retaining walls that are going to be within this development, the applicant has provided kind of like an atrium around particularly the north portion of the building. The north portion would be towards the left, by the way. So here's the garage. It's kind of like a hallway atrium with a stairway leading down to a rooftop garden here. The patio leading out to the pool area is here where my cursor is hovering. And there's a spiral staircase leading down to another covered patio just behind that. So the applicant, in our mind, has implemented some creative architectural design methods to help soften the appearance and the massing of this residence. In fact, this cross section gives you a good idea of just how much -- how steep the lot is. Not only that, but this is a cross section through the house. This is the pool area right here. And the spiral staircase that I mentioned earlier, going down to the covered -- detached, covered patio just below that.

So our recommendation is for approval, as we believe there's no viewsheds being blocked by the fill area. And the application of creative architectural design concepts to avoid the appearance of tall, blank retaining walls and stem walls for that matter. And with that, I'll conclude.

MAYOR FRIEDEL: Councilwoman Earle?

EARLE: Oh, sorry.

MAYOR FRIEDEL: Oh, okay. Vice Mayor?

VICE MAYOR SKILLICORN: Thank you, Mr. Mayor. It looks like a very creative way to solve the topography in that area. So motion to approve.

KALIVIANAKIS: Second.

MAYOR FRIEDEL: Are there any comment cards on this?

TOWN CLERK: No, Mayor, no comment cards.

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

TOWN CLERK: Council Member Watts?

WATTS: Before I vote, I have a question for Farhad, though.

TAVASSOLI: Sure.

WATTS: It looks like the intent of the applicant is to retain the single level of the primary residence. And it doesn't look like we've taken into account much in the way of terracing on the depth, because of the depth of the lot would allow it. The building envelope appears to allow more terracing. Is there a reason we didn't have a step down inside the building or inside the residence?

TAVASSOLI? I believe -- well, the applicant is here to explain the reasoning behind the architectural -- the floor plan. But no, other than that, just the applicant's preference.

WATTS: Okay. Thanks. Aye.

TOWN CLERK: Council Member Kalivianakis?

KALIVIANAKIS: Aye.

TOWN CLERK: Council Member Larrabee?

LARRABEE: Aye.

TOWN CLERK: Council Member McMahon?

MCMAHON: Aye.

TOWN CLERK: Council Member Earle?

EARLE: Aye.

TOWN CLERK: Vice Mayor Skillicorn?

VICE MAYOR SKILLICORN: Yes.

TOWN CLERK: And Mayor Friedel?

MAYOR FRIEDEL: Aye.

TOWN CLERK: Mayor, seven-zero.

MAYOR FRIEDEL: Thank you.

TAVASSOLI: Thank you.

MAYOR FRIEDEL: Okay. Moving along. We have a public hearing with consideration of possible action relating to a special use permit to allow a patio cover in the front yard. Setback of a home on 17114 East Fairway Court. So I'm going to open the public hearing.

I see John's ready. John?

WESLEY: I'm trying to be ready. Here it goes.

Okay. Mayor, Council, as mentioned, this is a consideration of a special use permit for a patio cover at 17114 East Fairway Court. It was about a year-and-a-half ago that the council approved a text amendment to the zoning ordinance to allow consideration of patio covers into front yards. In doing so there were several criteria that were established in addition to requiring the special use permit. One is that the encroachment cannot exceed more than half of the required setback, up to 15 feet, maximum height of 12, must be at least 80 percent open on any of the sides. And then also it cannot be used for parking or storage. So this specific request as stated is on Fairway Court. And we can see here in some aerials one from several years ago in 2009, and a more recent one. There in the front yard you can see some of the tables and chairs they have for historically used their front yard as a patio area. It's a little bit raised and an opportunity for them to be out in front and enjoy their neighbors in their neighborhood. But it does get a little bit warm here sometimes, and so they have requested the opportunity to build this patio. So here is the area in green on the illustration on the right that shows where the cover would be. The red line is the setback. So anything beyond that red line does encroach into the setback and thus requires a special use permit to be able to provide the adequate cover for that outdoor area. Here are elevations that show what it would look like. And so it does mimic the architecture of the home. There were a couple of areas, though, that we did see as we

look at this compared to the code requirement. One, pretty close, but it must be eighty percent open. They're at 78.3 percent open, pretty close. So again, it's off by just a little bit. And so the other code requirements in terms of the height and the use of the area have been met.

Staff did not find any detrimental requirements as we looked at the requirements in the zoning ordinance. Neighbors were notified as required through the citizen participation process and also expressed support for the application. P&Z reviewed this at a public hearing a month or so ago, and they are recommending approval with some flexibility for staff to work with the applicant with regard to that 80 percent number, because they are very close as it's currently designed.

So with that, I'll take any questions you may have.

MAYOR FRIEDEL: What's the staff recommendation?

WESLEY: Staff would be consistent with the P&Z recommendation. Yes.

MAYOR FRIEDEL: Thank you.

Councilwoman McMahon?

MCMAHON: Thank you very much.

John, this cannot be converted into a garage storage, a room addition, or anything like that. It's specifically going to be stiped that this is only for a patio cover. No type of enclosure can be done to this.

WESLEY: Mayor -- oh --

MCMAHON: If they want to change it, do they have to come back before council?

WESLEY: So Mayor, Council Member, the code is very clear. It's only for outdoor patio use, not anything else. If they want to use it differently, they would have to come down.

MCMAHON: Okay. Thank you.

MAYOR FRIEDEL: Vice Mayor?

VICE MAYOR SKILLICORN: Thank you, Mr. Mayor and Director Wesley. Thank you for bringing this to us. And I actually kind of look forward to this because one thing we could really do in our town is to improve our community. So people are hanging out in

the front. Other neighbors might come by and actually improve community, and actually have a little bit more neighborly neighborhood. So motion to approve.

LARRABEE: Second.

MAYOR FRIEDEL: Before we get that far, are there -- Councilperson Kalivianakis, do you have a comment?

KALIVIANAKIS: Yeah. Thank you, Mr. Mayor. Yeah, I just wanted to comment. Just like the vice mayor, I think this is a great idea. Kind of an old fashioned concept hanging out in the front of the house. And if the homeowner wants it, if the neighbors are okay with it, the Planning and Zoning approved it, if the staff says aye, then I'm an aye.

MAYOR FRIEDEL: Councilman Watts?

WATTS: So John, to be clear, how far does the right of way extend. Does any of this patio extend into the right of way where the applicant would be responsible for something that happened in the future?

WESLEY: Mayor, Council Member, I appreciate that question. So the dashed line shown here is the property line or the right of way line. So they are well behind the right of way.

WATTS: Thank you.

MAYOR FRIEDEL: Town Clerk, are there any comment cards?

TOWN CLERK: No, Mayor.

MAYOR FRIEDEL: Okay. I'm going to close the public meeting, and then I'll take a motion.

KALIVIANAKIS: Motion to approve SUP25-00004.

MAYOR FRIEDEL: We have a motion already.

KALIVIANAKIS: Oh, second.

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

TOWN CLERK: Council Member McMahon?

MCMAHON: Aye.

TOWN CLERK: Council Member Larrabee?

LARRABEE: I don't know, that 1.7 percent. I'm kidding. Aye.

TOWN CLERK: Council Member Earle?

EARLE: Aye.

TOWN CLERK: Council Member Kalivianakis?

KALIVIANAKIS: Aye.

TOWN CLERK: Council Member Watts?

WATTS: Aye.

TOWN CLERK: Vice Mayor Skillicorn?

VICE MAYOR SKILLICORN: Yes.

TOWN CLERK: And Mayor Friedel?

MAYOR FRIEDEL: Can I explain my vote? When's the party? No, I'm just kidding. Aye.

TOWN CLERK: Mayor, seven-zero.

MAYOR FRIEDEL: Thank you.

And moving on to the next item, Item D. I guess, John, you're up for that?

WESLEY: I'm up, Mayor.

MAYOR FRIEDEL: Relating to the ordinance amending Town Code Chapter 7. Go ahead.

WESLEY: Okay. Thank you.

Mayor, Council members, this is a proposed amendment to our building codes. You may recall back in June, you approved an update to move from the 2018 to the 2024 codes. There are a lot of codes involved in doing that. A picture here shows the various code books that are adopted. The new provisions came effective September 1st, and so since then, we've had the opportunity to begin using them, and applying them, and working with various applicants on their projects, which gives us an opportunity to delve a little bit deeper into the codes. When you're looking at that many codes, there are some things that maybe can be missed without looking at them in terms of application. So in doing so as we got it into those, a provision that's in the energy code that we didn't notice before are listed here requiring energy monitoring systems and another one that requires renewable energy systems. As we looked at that, we felt this was something that the council ought to consider whether you want these provisions in the

code or not. Staff does not see them as really being necessary for the public health, safety, and welfare, and also found that other jurisdictions in the Valley have been deleting those particular sections from the adopted codes. So we have prepared an ordinance for the council to approve, if you so desire, that would remove those sections from our building codes. And that's as simple as this is.

MAYOR FRIEDEL: Councilman Watts?

WATTS: John, I assume -- I'm for eliminating as much policy as we can to make life easier. But in that spirit, I haven't read the codes. Is things like indoor air quality, ventilation, outdoor air requirements, are they included somewhere else, like in the mechanical code so we don't need this in the energy code?

WESLEY: Mayor, Council Member, that's correct. These are totally separate from those.

WATTS: Thanks.

MAYOR FRIEDEL: Vice Mayor?

VICE MAYOR SKILLICORN: Motion to approve as drafted.

EARLE: Second.

MAYOR FRIEDEL: Are there any comment cards?

TOWN CLERK: No, Mayor, no --

MAYOR FRIEDEL: Okay.

TOWN CLERK: -- comment cards.

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

TOWN CLERK: Council Member McMahon?

MCMAHON: Aye.

TOWN CLERK: Council Member Larabee?

LARRABEE: Aye.

TOWN CLERK: Council Member Earle?

EARLE: Aye.

TOWN CLERK: Council Member Kalivianakis?

KALIVIANAKIS: Aye.

TOWN CLERK: Council Member Watts?

WATTS: Aye.

TOWN CLERK: Vice Mayor Skillicorn?

VICE MAYOR SKILLICORN: Yes.

TOWN CLERK: And Mayor Friedel?

MAYOR FRIEDEL: Aye.

TOWN CLERK: Mayor, seven-zero.

MAYOR FRIEDEL: Thank you.

Moving on. We've got consideration and possible action regarding Resolution 2026-01, Development Impact Fees. And I see Paul's on deck. Go ahead Paul.

UNIDENTIFIED SPEAKER: All right. Mayor, Vice Mayor, and Council, tonight is basically the last step in this process in approving the development impact fee schedule based on the study we've discussed, really at length for the past year. So with that, here is the schedule. We've talked about it quite a bit already to this point. We had a public hearing in December on this matter, and these fees would go into effect in April. April 6th would be the date. And with that, I open up the discussion and any questions that you may have.

MAYOR FRIEDEL: I don't see any -- oh, Councilwoman Larabee.

LARRABEE: Sorry, Mayor. Thank you.

I just wanted to thank you for all of your work. I know that I was a thorn in your side through this, so I appreciate you working with the numbers and finding something a little bit better, right? We have to raise it one way or another, but I just really appreciate you and your team's really diligent efforts to work on this. So thank you, Paul.

UNIDENTIFIED SPEAKER: Thank you. Appreciate that.

MAYOR FRIEDEL: And I'll echo that as well. You and Mike (ph.) did a great job on that. Councilwoman Earle?

EARLE: I would like to move to approve resolution 2026-01, including the development impact fees reported as presented.

LARRABEE: Second.

MAYOR FRIEDEL: And we have a motion and a second. But do we have any comment cards?

TOWN CLERK: No Mayor --

MAYOR FRIEDEL: Okay.

TOWN CLERK: -- no cards.

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

TOWN CLERK: Council Member McMahon?

MCMAHON: Aye.

TOWN CLERK: Council Member Earle?

EARLE: Aye.

TOWN CLERK: Council Member Larrabee?

LARRABEE: Aye.

TOWN CLERK: Council Member Kalivianakis?

KALIVIANAKIS: Aye.

TOWN CLERK: Council Member Watts?

WATTS: I'm not so sure about the diligence and the tenacity, but the patience I admire. Thank you. Aye.

TOWN CLERK: Vice Mayor Skillicorn?

VICE MAYOR SKILLICORN: No.

TOWN CLERK: And Mayor Friedel?

MAYOR FRIEDEL: Aye.

TOWN CLERK: Mayor, six-one.

MAYOR FRIEDEL: Thank you.

UNIDENTIFIED SPEAKER: Thank you.

MAYOR FRIEDEL: And Item F is our consideration of possible action regarding the Noon Kiwanis Desert Vista Beginner Bike Park Agreement and Project. Town manager?

GOODWIN: Mayor, thank you. As Kevin gets this pulled up, I want to remind the mayor and council we previewed this project at our fall budget retreat. This is a project that was brought forward by the Kiwanis Club. They have been diligently working with staff.

And by that, I mean, over the course of years, to bring this project to light. They have created a pathway forward. So the question is whether this council would like to move forward or not. Our director is going to walk through a number of details and answer any questions you have.

SNIPES: Thank you, Mayor and Council. So as Rachael said, this is a bike park that we've been talking about for several years now. Jared (ph.) came to me with the idea of the 50th anniversary for Kiwanis, and all the bikes that they've given away over the years, and thought this was a very appropriate way for them to share a substantial funding with the town, to collaborate in building a bike park for our beginner bike riders.

The location that we're looking at finally, which was not easy. We were searching all over the place for a space that was big enough to be functional and fit in with our other amenities. So this is over right next to the existing skate park and pump track. And we figured that this would be a great way for the kids to learn their skills on the easier amenities, and grow into being able to use the skate park and pump track at a level where it's safe for them to be over at that facility.

Kiwanis came to us, as I said, with a substantial donation of 100,000 plus, they're still raising funds. And looking for a town match of 100 for a total of 200,000 plus whatever extra that they have to do this. In doing so we'd be able to bring in -- we've been talking to American Ramp Company, who built our skate park and pump track to come up with some designs and plans for this space. And here's some renderings of some ideas of some of the things that we're looking at adding to that area making it a safe space for kids to learn how to ride bikes and overcome obstacles, and things that they may encounter different areas around town.

And with that, I'll take any questions that you guys have. Uh-huh?

MAYOR FRIEDEL: I have a question for you. So are we capping the town's part at 100,000?

SNIPES: Correct.

MAYOR FRIEDEL: And if they get 125, then?

SNIPES: Then we'll add what we can up to that point. Uh-huh.

MAYOR FRIEDEL: Okay. Thank you.

SNIPES: Yep.

MAYOR FRIEDEL: Councilman Watts?

WATTS: So there's a mention of access control differentiating the skateboard park and the bike park. And when I'm looking at the pipes in the bike park as part of that rendering and some of the inclines. If I was a skateboarder and it was busy over there, I'd probably jump the fence. And so how are we going to control access?

SNIPES: We won't. Everything's built where they can handle any age group of people using it. I don't think that the skill level will draw the attention of your more skilled people are going to want to be in the area that they're able to improve their skills. It's a known way to accomplish that is to have it stair step up. And this will provide exactly that for our public.

WATTS: Okay. I'll accept that at this point, but I think that we ought to consider the fact that if the skateboard park gets full and we've got little kids over on -- learning how to ride bikes, and then all of a sudden borders with their longboards, shortboards, whatever they are, and they see a pipe, they see an incline. They may be inclined to go over and join them. And big kids and little kids don't always mix --

SNIPES: Uh-huh.

WATTS: -- when it comes to that type of an environment. So just my comment.

SNIPES: Yeah, I appreciate that. It hasn't been -- we haven't had those kind of issues with skill levels and especially with this group. They are notorious for wanting to help the littles learn. In fact, when we were designing the skate park, our best skaters in town were wanting to make sure that there were some elements for kids to learn how to. Because if not, it goes away and no one then they don't get what they have. And so that's kind of always been their view, which surprised me when we were having the discussions early on, was how important it was to our skaters who we were asking what they thought we should add. The first thing they talked about was wanting to get things where they could get people to learn.

WATTS: Good to know, and I certainly hope I'm wrong.

SNIPES: Uh-huh. Thank you.

MAYOR FRIEDEL: Councilwoman Earle.

EARLE: Thank you, Mayor.

I have three questions.

SNIPES: Okay.

EARLE: Please bear with me.

SNIPES: Sure.

EARLE: Would this agreement grant Kiwanis naming rights? And if so are those rights permanent or limited in duration?

SNIPES: Yes. We would name it like we've done with other things that had this type of a donation too. They'll get a plaque that will say that they were involved in a major contributor.

EARLE: And once the park is constructed, who's responsible for ongoing maintenance, repairs, and liability costs?

SNIPES: The town will be, just like we've done with everything else that we've done this way.

EARLE: So then -- there we go. That answers the last one, Kiwanis then would not contribute any money towards future maintenance?

SNIPES: Correct.

EARLE: Okay.

SNIPES: Uh-huh.

EARLE: Thank you.

MAYOR FRIEDEL: Vice Mayor?

VICE MAYOR SKILLICORN: Director Snipes, if you're not careful, you're going to get a reputation for having plenty of family activities for town. So motion to approve.

SNIPES: Thank you.

LARRABEE: Second.

MAYOR FRIEDEL: Before we get there, Councilperson Kalivianakis, do you have a comment?

KALIVIANAKIS: Yeah. Thank you, Mr. Mayor. Yeah. I think we're going to have the votes for this. I just want to encourage the council to vote yes for this. Had the Kiwanis just come to us for \$200,000 and have the town just pay for it, that would have been a completely different story.

MAYOR FRIEDEL: Agreed.

KALIVIANAKIS: But I can imagine the efforts that it took for them to raise \$100,000 to see their vision of bike safety in our town. And I think this is totally Fountain Hills. It's totally proactive. It will be by the skate park. It's just it's a perfect location. It's a perfect concept. And I'm all in. This is -- and I want to thank the Kiwanis for this idea and their generosity towards the community and the children.

SNIPES: I'll add to that that I can't say enough how patient they've been. When they first came to me, we were struggling to find spots and we looked at every single park we have, we looked at the schools properties, we looked at just about everywhere before we finally came to this conclusion. And not once during the process were they pushy and upset about -- you know, they understood the no's. And then we got to a yes. And so I couldn't be more happy with how they've also treated the town, and the staff working on it.

MAYOR FRIEDEL: And I'd just like to add that I think the more the merrier. This is another enhancement to that park. And we don't want to walk away from \$100,000 match. Are they interested in doing any roads in town?

So I believe we have -- any comment cards?

TOWN CLERK: Yes, Mayor, we have two. Keith Larson, followed by Jared Sterns (ph.), is that correct?

LARSON: Good evening, Mayor and Council. I'm Keith Larsen of the Kiwanis Club, Treasurer. I just want to say thank you to the staff for working so well with us on this, and we're very excited about making this a reality, and having you participate in it, and collaborating. And we have a history of doing this with the town over the years. And so this is a perfect fit. And glad to hear you're all in favor of it. So great. Well, maybe not all, you haven't voted yet but.

MAYOR FRIEDEL: We haven't voted, and I still -- my question still stands, are you interested in any road work?

LARSON: Well, I'll have to take that back to the membership. Thank you.

MAYOR FRIEDEL: Thank you.

STERNS: Mayor, Council, thank you. I won't take up much time. Kevin's done a great job and staff of the presentation and talking about what the project would be. I'll talk more about why, per se. As we all love Fountain Hills, there are hills in the neighborhoods, and a lot of the neighborhoods aren't the friendliest for kids to go out and ride their bikes. And we also have the Arizona heat. And while we love being a Dark Skies community, not a lot of street lights for the kids to go out at night and ride their bikes. So something like this gets the kids together and solves a lot of that. Councilman Watts, to answer one of your questions about older kids coming over and skating on that. I think the idea for this park is also for their parents or other people to help these kids kind of learn. And so I think hopefully we like to think parents would keep things going, but you know, things can happen. But thank you all. Thanks. I think, Kevin.

SNIPES: Thank you. That's it.

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

TOWN CLERK: Council Member Earle?

EARLE: Aye.

TOWN CLERK: Council Member Larrabee?

LARRABEE: Aye.

TOWN CLERK: Council Member McMahon?

MCMAHON: Aye.

TOWN CLERK: Council Member Kalivianakis?

KALIVIANAKIS: Aye.

TOWN CLERK: Council Member Watts?

WATTS: Aye.

TOWN CLERK: Vice Mayor Skillicorn?

VICE MAYOR SKILLICORN: Yes.

TOWN CLERK: And Mayor Friedel?

MAYOR FRIEDEL: Aye.

TOWN CLERK: Mayor, seven-zero.

MAYOR FRIEDEL: Thank you.

Thank you, Kevin, for your work.

Item G is discussion and possible direction regarding directing staff to begin the process of securing legal services to review the draft revisions of the town's wireless communications towers and antenna ordinances.

Rachael?

GOODWIN: I will take this, and then quickly hand it off to Councilman Watts.

The conversation regarding our small cell and our wireless communications has been an ongoing one. I think everybody at the dais is aware of that. This has been an ongoing dialog about changing our ordinances to better protect our community. We've hit several roadblocks. We're at a point where our staff has worked on this. And we have reached the limit of our technical capacity. So in order to move forward, we will need the assistance of outside counsel. So that is where this discussion is going this evening. I know there's been some conversation, and John is happy to walk us through some of the background of how we got here, if you'd like to do that. Otherwise, we'd like to move in the direction of how would the council like to proceed with this item?

I will say as a caveat, Councilman Watts and I have had these conversations. He has been integral in this conversation. He's very well versed in this and can certainly share some further information.

MAYOR FRIEDEL: All yours, Rick.

WATTS: Do you have a comment? You're going to wait? All right. Then I'll just give you my update. The same update that I gave John and Rachael last week.

I've identified six organizations, and then kind of ranked them based upon their experience. And I talked to the top three pretty much like we would do. We haven't -- we threw around the idea of doing an RFP that's very onerous. This has been dragging

on for three years, maybe four years already. So I've talked to two of the top three. I've actually talked to all three, but I have a pending call with the third one on Monday. I presented our Chapter 17 Town Code 16.2, outlined what we want to do and fundamentally what we want to do, as I understand it, and I'll stand for correction. We want to do everything in our power within the confines of the law, short of prohibiting cell towers, small wave towers, small wireless facilities. So having said that, the two organizations that are right at the top of my list right now, one everybody already knows, it's Campanelli. Campanelli has been less than responsive, very pleasant on the phone, no hard feelings about what transpired before, but hasn't responded in a timely manner. The second one is a combination of a law firm headed by a guy named Scott McCollough, who now works for the Children's Defense Fund. And they have responded. They've gotten the documents, and I've presented everybody the same documents. I've told everybody exactly the same thing about we're talking to multiple people to get, so to speak, the best deal we can. I'm expecting a proposal from the Children's Defense Fund tomorrow, the next day. We ought to have something. I will pester Campanelli again. These two are the top of the list because they are the most versed across the nation as far as 5G goes. They understand the task and frankly, we're -- I think we as a town are tired of waiting, and we want to tighten things up, modify the Chapter 17, 16.2 Town Code and get something on the books that has a little more teeth to it than what we've got right now.

So that's the cliff notes version of it. A lot of work. I found out how difficult attorneys can be to talk to, so it makes it very challenging to get -- and I appreciate the fact everybody's busy. These are the two premier firms in the Country. So they're being hammered by a lot of people. And in the midst of all of this, the FCC has pulled the hazard warnings off of their website about the radiation and radio frequencies. They pulled it off. The notice of proposed rulemaking is once again being proposed, but it doesn't look like it's going to go anywhere. And it's extremely restrictive, taking complete control away from local municipalities. So we really want to get ahead of the curve and we can always modify what we've got in six months, a year, when the NPRN

becomes either official or not. So with that, I'm hoping that I can get council to go along by a nod of a head to move forward with either McCollough, the other organization is Devil Air Law Group (ph.), Marcio Cardona (ph.), or Campanelli. And I'll make that presentation to staff once I get all the documentations assembled.

Happy to answer any other questions. I feel like I should be down there.

MAYOR FRIEDEL: Vice Mayor?

VICE MAYOR SKILLICORN: Thank you, Mr. Mayor. I'm completely satisfied with the progress our dream team has made on this, and I'd like to make a motion to continue this process and approve up to \$50,000 without council approval in the future, going forward.

EARLE: Second. But I do have a question.

MAYOR FRIEDEL: Councilwoman Earle.

EARLE: Yes. What would be the time frame? You know, if we approved this tonight. Do you have a rough idea of when it could be completed? It's been so long.

WATTS: The responses I've gotten back so far, it's going to be in that 30 to 45 days is what it looks like that they can actually review. Because the complexities as staff has encountered, as legal has encountered, are challenging to make sure that we don't breach any federal or state laws, and that we still do everything in our power to protect the public as best we can. So I would say 30 to 45 days.

EARLE: Does that include then -- then it would have to go to Planning and Zoning, then to us, then 30 days wait after that?

WATTS: Yes.

EARLE: For it to be implemented?

WATTS: Yes.

EARLE: Is that right? Okay.

MAYOR FRIEDEL: Councilwoman McMahon.

MCMAHON: Thank you. Right now, the FCC federal government regulates telecommunications. We've known about that a long time. We've had previous legal counsel advising us to not regulate. And under the FCC's, Build America under Trump

administration, eliminating barriers to wireless deployment initiative, I've seen notice that the federal government is in the process of revising its rules and regulations. And these rules and regulations are going to preempt state and local regulatory authority. So knowing that and knowing that they already have authority, I don't agree with moving forward with this right now because -- and spending another 8 to \$25,000, basically wasting it when we know that if this is enacted, it's going to have to be relooked at by further legal counsel, and more money is going to be spent on it. We've already blown \$8,000 on Campanelli, and I can't even believe we're even considering looking at him again. I don't think that right now timing wise, this should be moved forward. And again, we should -- I don't think we should hire an attorney. The FCC is going to come back and further regulate this stronger and preempt state and local regulatory. And it's probably going to be retroactive, too. So I'm not for this at all.

MAYOR FRIEDEL: Thank you.

Councilperson Kalivianakis?

KALIVIANAKIS: Thank you, Mr. Mayor. Yeah. It sounds like just even from Council Member Watts' report, we're not really quite ready to be here. He's still got a lot of research to do. He's still connecting with organizations, with lawyers that he wanted to get back to them. You know, if we're going to do this, maybe we should finish the research first and then bring it back for council. We got a request, a comment form today from a Barbara Dope (ph.). According to the Federal Register, the FCC is in the process of formulating rules that are intended to provide reforms that would free towers and other wireless infrastructure from unlawful regulation burdens imposed. It would make so much more sense to see where these reforms lead before spending money unnecessarily on legal advice concerning communications towers. This constituent asks us please vote no.

When we were brought into office three years ago, you know we did run out of roads first program. You mentioned the roads today with the Kiwanis Club. That does seem to be our priority, and that's what we're trying to see -- that's what we're trying to put money into. We fired our lobbyist, and we did a lot of cost cutting when this council

was first elected three years ago. And this seems to be just throwing money into a bucket. All the research that I have done on this issue says the federal government -- and Councilwoman McMahon mentioned by name the Building America Eliminating Barriers to Wireless Deployments. This this is happening. They are right now formulating the guidance on 5G, and it specifically calls for no local interference. That what's happening right now. Now we can ignore it and we can act like we can go around the edges, but we can't. This is all going to be regulated. We should at least wait until the regulations come because they're coming pretty quickly. It says -- and I won't -- the wireless infrastructure in Sections 253, 332(c)(7) about inhibiting the deployment of towers and other wireless facilities that municipalities can impose reasonable delays of permitting approvals. They can't make the approval process costly. They can't access disproportionately and otherwise unreasonable fees to put up their towers. The condition, approval, and esthetic or similar criteria cannot be done, even though that's what we say we want to do. We want to do the esthetics of it. And they're saying that this is not going to be regulated by local governments and impose other regulatory impediments and violation of the Telecommunications Act, which was passed long ago.

And so we have received a letter from AT&T and that letter was pretty clear that it says the FCC rules have occupied the field of radio, RF, regulation and local regulation of RF towers, and is preemptive and void by local governments. When reviewing site specific application a jurisdiction is prohibited from considering environmental effects of RF emissions. Now this was a Fountain Hills safe tech, who was the impetus of all this, specifically puts on their website about the harmful effects of RF radiation. That simply can't be taken into consideration when trying to regulate this. It's in the law. And so AT&T has sent us a letter, and it said that if you do what you're going to do, we are going to sue you. We are on notice of the lawsuit. We know that they've already filed the letter. And I have a copy of the letter if anybody wants it here. And if we go forward and knowingly pass regulations on RF telecommunications that we know are in violation of the law, I am not sure if our insurance pool will even cover the lawsuit that

will be coming down by AT&T, which could really hurt help building the roads out if we're fighting a lawsuit without our insurance carrier.

So I think at a minimum, we should get more research from Council Member Watts. I think we should put this off for another six to eight months to see what the federal government does. And at that point, based on what the new federal regulations are, we can go from there. But we really have to be prudent here. I know we want to act, and I know there's been some people in our town that are pushing on this, but we have to be smart. Thank you.

MAYOR FRIEDEL: Councilwoman Larabee?

LARRABEE: Thank you, Mayor. You know, sometimes the comments go on so long, I forget what I was going to say. So if it takes me a second to get my points, I apologize.

UNIDENTIFIED SPEAKER 1: (Indiscernible).

LARRABEE: I don't remember my fellow Council member having been recognized for that off the mic comment, so I'd like that on record. Anyway, with the first point regarding passing something we know to be illegal, the entire point of getting legal counsel is so that we don't pass something we know to be illegal and to make it very clear that, yes, you can legislate on these things. When we started this conversation, we were one of the first people talking about it, which was awesome. And we really could have been leading this fight, but instead it's been delayed for years and years, and now we're a little bit behind. If anyone was wondering, there's several Arizona municipalities that have already passed 5G ordinances. We have Gilbert, Mesa, Tucson, Peoria, Pima County, Phoenix, and Paradise Valley who have ordinances on record or are, like us, currently working on theirs. To be extremely clear, that is our same state. I didn't even go outside of our state. So we know that the Ninth Court -- Ninth Circuit Court has already seen some of these ordinances. And we also know that these attorneys that are being considered have experience in this area, unlike those of us on this council. The rest of what I was going to say has escaped me. But you understand my point, that our entire intention is to not pass something that is illegal, which will happen if we do not use someone who knows what they're talking about.

MAYOR FRIEDEL: Councilman Watts?

WATTS: I think to go a little bit further, I think I didn't explain the fact that one of the tests in this is the Ninth Circuit, and the Ninth Circuit has already acid test some of the challenges to the TCA Act of 1996. So they're well aware of what we can and can't do specifically to cellular communications. Small wave -- small wireless facilities are a little bit different. There are things that we can do to the cellular world. There are things we can't do. They know that. Small wireless facilities we've got more latitude with. And the other thing is that quite often rules, ordinances that are in place are grandfathered in. It's not a given that we'll have to rescind everything we do. There's no given there whatsoever. So I take exception to that. We'll test it against the Ninth Circuit. And remember, the whole objective is to help understand the technicalities and legalities, bring something back to council by way of staff and say, here's what we got. Here's our recommendation to move forward. And then maybe we can have a further discussion.

MAYOR FRIEDEL: Let me add that I don't think we blew \$8,000 with Campanelli. We got some useful information, and some questions answered that I think were important for this town going forward. Whether we choose to go with him or not, that's not the point right now. We can always make amendments if we find that something's not -- if they pass a law that's retroactive or whatever. I think it's important that we move forward on this. We've been dealing with it for what, three years, maybe four? So and I agree with you, Councilman Watts, that we're hiring people that know the law a lot better than we do right here.

So I will ask Councilwoman McMahon for your comment?

MCMAHON: You're talking about current law. We're on notice that the FCC is going to further regulate this and restrict it. And we don't have a crystal ball, we don't know what they're going to write, et cetera. So assuming that all you need to do is pass this because other jurisdictions have, et cetera, I think that's an irresponsible way to look at this. And again, I'm concerned that we're going to spend additional staff time, waste money we don't have on legal counsel that this is just going to have to be relooked at and redone again. So my concern again is a lawsuit and we're on notice, like

Councilwoman explained, I don't think we should move forward with this. I think it's exposing the town to too much liability.

MAYOR FRIEDEL: Thank you.

Councilman Watts?

WATTS: Again, to clarify, this is to gather the information to formulate the ordinance in conjunction with the law firms. Whoever we select, our town attorney will end up doing a final review to see what passes muster, and what doesn't pass muster.

The other thing is that we've got an executive branch now that is talking about cellular, and the Department of Health and Human Resources has initiated a federal investigation into the connection between mobile phone radiation, neurological harm and cancer. Now somebody is beginning to understand what's going on. And again, it's not a given that this would be rescinded. And if we don't do something, we're going to sit here for another four years waiting for something like an NPRN, which has been going on for ad nauseam for years. This NPRN has occurred and has yet to pass muster, because it has to go through the House and the Senate. Hasn't happened. So we need to do something now while we can, and we'll amend or modify in the future. But right now we need to strengthen the regulations that we've got.

MAYOR FRIEDEL: Thank you.

Councilwoman Larabee.

LARRABEE: Thank you. I remembered my other half. Thank you. Sorry, Mayor.

Regarding the comments having been made of us being on notice, to be very clear, that letter was regarding the moratorium that we passed, assuming that we would soon have a 5G ordinance. Realistically, the longer that we tarry on this ordinance it is potentially the more risky option. And that letter was, again, specifically regarding the moratorium. You can't threaten to sue someone over something that doesn't exist yet. So no, we were not threatened lawsuit over an ordinance that has not yet been written. Furthermore, with our -- with the rules being reconsidered. Yes, exactly, they are being reconsidered. We don't know what that will look like yet. There was originally talks of that being extremely, extremely -- I was going to say abusive, but that's not fair, but just

restrictive of local governments. But then at the same point now we see that that investigation is occurring. So there is some hope as far as what those policies will end up being. The fact that now our federal government is finally exploring the possibility of there maybe being health risks that shows that they are considering changing their policies, which will be very helpful to us. Of course, we recognize the health risks of light pollution, so why not recognize the health risks of radiation, which we are, you know, most of us commonly aware of?

My point being, yes, there will be changes. We will take a look at it. At the same time, we can't just keep this sitting. It's been a long time.

MAYOR FRIEDEL: Okay. I think we'll hear from Councilwoman Earle, and then we'll see if there's public comment.

KALIVIANAKIS: I just have a clarification.

MAYOR FRIEDEL: Okay.

EARLE: I was going to say exactly that I'm hearing repeats here, and I would like us to move forward, listen to the comments and vote. Thank you.

KALIVIANAKIS: Okay. And then, Mr. Mayor, my clarification was if you -- he agreed to it.

WATTS: I just --

KALIVIANAKIS: Just so people know the AT&T letter, given the preemption of the field of RF regulation, the town may not impose a moratorium, yes. Or adopt a revised development code with new standards based on concerns expressed by citizen testimony. So it wasn't just directed towards the moratorium. It was also directed towards writing code. So it was an either or.

MAYOR FRIEDEL: Thank you.

KALIVIANAKIS: You're welcome.

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

TOWN CLERK: Yes, Mayor, we do.

MAYOR FRIEDEL: Okay.

TOWN CLERK: We had one submitted online and they wanted to let the council know they were against. We have two present, Larry Myers (ph.) and Lori Troller (ph.).

MYERS: Mayor, Council, Larry Myers, 44 year resident. First, I'd like to commend Kevin and the Kiwanis Club for actually getting a bike park in two years, since this has taken four years. And four years too many because we all knew that no one, no one in this town has the expertise to deal with this. And so hiring an expert for a few dollars, which you don't even know how much it's going to be right now, seems like a pretty cost efficient way of finding out just what you can and can't do. But first, I'll take you to the wayback machine because previous council told us we couldn't pass an ordinance regarding transitional housing as part of group homes because we would be sued. Oh my God. The Americans for Disabilities Act. Heaven forbid we do something to discriminate against somebody. But guess what? We wrote an ordinance and we have a transitional housing ordinance in this town. I haven't seen a lawsuit yet but maybe someone will step up now that they've heard me speak on it. You can't go through life being afraid of your shadow. The strong survive, and they protect everyone. So if you want to be weak, don't get an expert, put this off for another 8 months, 12 months, 15 months, 3 years, 4 years, wait for the federal government to figure it out, it might be 10 years. Some of the things the FCC works on are ten years. I spent my life in the FCC business, so I would encourage you to hire one of the consultants. Fiscal responsibility always tells me the guy that starts on something is the cheapest to finish it, because every lawyer always starts from the beginning again. Why? So they can charge you. And that's how they work. So let's finish this thing in a reasonable amount of time, which in my book, the way I look at the way it bounces around, I'd say four months. 4 months, gets reviewed, goes to Planning and Zoning, comes out of Planning and Zoning, comes to you guys, gets implemented, 30-day wait period. Boom. We're done. Let's get it over with. Four years is way too long for something like this. Thank you.

TROLLER: Hello, all. Lori Troller, resident. I don't know where to start. I'm kind of with you. There's so much said, so much flew around the room, but a lot of it was countered. I'm very proud of a lot of you people up there, not everyone. So the thing about AT&T, you got to understand this is the game. The telecoms, they're the ones making money. That's how this is happening. They're going to bully their way in. They're going to tell

you, you can't do this. There's nothing checking what they're saying. Nobody's -- they can say whatever they want. So we can protect ourselves even more than our ordinance has. I've explained this before when this first came out, I can't even recall the year now. The federal government knew that municipalities weren't going to know how to write this law, so they put a template out. We took the template that the federal government put out. Federal government has an agenda also. They're not going to tell you all the little things that you can stick in there to really lock it in and to protect yourselves. That's what we're doing. That's all we're doing. We're not writing anything illegal. I can't even believe you suggest that. That is one huge insult. We are not writing anything that's illegal. Why the heck would we do that? That's a rhetorical. I don't need an answer to that.

Since we've started, Mesa has put their broadband underground. Their mayor sought that out. That mayor sought out companies that would do that. That's going underground. Tucson, for the longest time has been fighting all the above ground stuff, their stuff's going underground, not cellular, the broadband. So we can keep the broadband down there. That's great. That's where -- that's what our general plan says. So here's what's irresponsible. Letting your neighbor get a tower, letting yourself get a tower. Once those towers are up, they cannot be removed. That's not the -- once it goes up, all the towers we have, we can't touch them. They're there. They don't come down unless the telecom company wants to take them down. That's what irresponsible is. Got a whole bunch more. You guys covered it. I'm sorry. I'm a little lit up, but I just -- as what Rick is presenting to move forward, behind it 100 percent. It's the right thing to do. Let's go. And yes, April was the first time I stood up here and never talked. April 4 years ago. So this coming April is the fourth anniversary. A lot of work. Let's finish. Thanks.

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

TOWN CLERK: Council Member Watts?

WATTS: I thought I told you not to ask me first. Aye.

TOWN CLERK: Council Member Kalivianakis?

KALIVIANAKIS: Nay.

TOWN CLERK: Council Member Larrabee?

LARRABEE: Aye.

TOWN CLERK: Council Member McMahon?

MCMAHON: Nay.

TOWN CLERK: Council Member Earle?

EARLE: Aye.

TOWN CLERK: Vice Mayor Skillicorn?

VICE MAYOR SKILLICORN: Yes.

TOWN CLERK: And Mayor Friedel?

MAYOR FRIEDEL: Aye.

TOWN CLERK: Mayor, five-two.

MAYOR FRIEDEL: Thank you.

Next up is council discussion and direction to the town manager.

Councilman Watts?

WATTS: I have a request. And that request is we're taking really good care of the fire department, approving everything that they need. I similarly want to look at our building safety department, because I read a review the other day about OSHA violations. And I want to make sure that we cover things like fall protection, hazard communication, ladders, lockout tagout, respiratory stuff, all the things that are the top ten, and I can send you that list, of potential violations and where suits and workman's comp claims come from. And I want to make sure that we're doing the best we can do for our town staff. Thank you.

MAYOR FRIEDEL: Councilwoman Kalivianakis?

KALIVIANAKIS: Thank you, Mr. Mayor. This is kind of a minor one, but you mentioned the cancellation of the Munch and Music, which I have heard, and I've had a number of constituents talk to me about. I've played at Munch and Music, by the way. And so if we could try to put that back together again, it was really positive. I would encourage

the town to try to reconstitute that program.

MAYOR FRIEDEL: Okay. Any requests for future -- I'm sorry, Vice Mayor?

VICE MAYOR SKILLICORN: Agenda item. Future agenda item, that's what I'm looking for Mr. Mayor. So there's actually two. And the first one's got two parts. So the first one is I'd like to bring back the legislative brief or whatever that is. And then also, we're going to have to do it at the next meeting, which isn't until February. But on the tax conformity I'd love to direct the manager to write a letter urging the governor to go along with tax conformity specifically the veto bill, SB1106. You know, we absolutely need that for conformity. The Department of Revenue forms are out there. There are thousands of residents of Fountain Hills that are going to have to redo their taxes. The way it currently stands, that veto will force tipped employees to pay taxes on those tips. It'll force many seniors in Arizona and Fountain Hills to pay more in taxes. It'd also tax anyone in Fountain Hills that has you know, earns overtime. So it's crucial that we pass a tax conformity. But we're going to have to vote on it in the next meeting. So that's that first one.

And do I have seconds?

LARRABEE: I would be supportive of that.

EARLE: I'll support that too.

WATTS: Okay. And then the next one is, in light of what we saw with Minnesota and Somalia, the fraud, I would like to take a look at all the support we have for nonprofits. And then also action on that is that council sets the policy of how that money is doled out, and if that money is doled out.

EARLE: I'll second that.

LARRABEE: I have questions about it so that, I guess, means I second it.

GOODWIN: If I can, I'm going to throw out one other. That topic specifically our community contracts, which is what I think are referencing our nonprofits is part is currently scheduled to be part of our discussion at the budget retreat. So if you would like to wait till that happens, which is at the end of February. Or would you like to have that be prior to?

VICE MAYOR SKILLICORN: So Mr. Mayor, Town Manager, there's some flexibility with that.

GOODWIN: Okay.

VICE MAYOR SKILLICORN: But I'd kind of like it to be more than a retreat, because I'd like it to be an actual agenda item. Because I envision that -- well, maybe we don't want to change policy, but I would like the council to take a crack at guiding the policy there.

GOODWIN: Sure.

MAYOR FRIEDEL: So maybe we do it at the budget retreat and then find out where we're at, and then have an agenda item?

GOODWIN: Sure, we can do that. We can have kind of a discussion at that level and then bring it back for --

MAYOR FRIEDEL: You okay with that?

GOODWIN: -- formal action.

MAYOR FRIEDEL: Okay. We'll do it that way.

GOODWIN: Okay. Thank you.

MAYOR FRIEDEL: Seeing nothing else, can I get a motion for adjournment?

UNIDENTIFIED SPEAKER 2: So moved.

UNIDENTIFIED SPEAKER 3: 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 JANUARY 20, 2026, AT 7:16 P.M.

APPROVED:

GERRY M. FRIEDEL, MAYOR

ATTEST:

BEVELYN J. BENDER

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY COUNCIL, FOUNTAIN HILLS, ARIZONA HELD ON JANUARY 20, 2026. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD AND THAT A QUORUM WAS PRESENT.

BEVELYN J. BENDER



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 2/17/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Development Services
Prepared by: Paula Woodward, Executive Assistant
Staff Contact Information: Phone: 480-816-5122
Email: pwoodward@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Regarding the Council Subcommittee B's recommendation for the Planning and Zoning Commission to appoint one individual to serve a partial term from February 18, 2026, through April 30, 2028.

Staff Summary (background)

The Council Subcommittees for the Town Boards, Commissions, and Committees conduct interviews to recommend new members based on term expiration, vacancies from resignations, or changes in membership eligibility status. Appointments are made twice a year in April and October.

There is currently one vacancy on the Planning and Zoning Commission due to a recent resignation.

The Town received 8 applications from residents interested in serving on the commission: N'Marie Crumbie, Rory Dilweg, Walter Gilbert, Mark Graham, Charlies McDermott, Larry Meyers, Tim Phillips, and Bobby Pinnamaneni.

On February 2, 2026, Council Subcommittee B conducted interviews to fill the vacancy on the Planning and Zoning Commission. Following those interviews, Subcommittee B developed a recommendation for appointment to the Commission.

Related Ordinance, Policy or Guiding Principle

Chapter 2A Town Code
Council Rules of Procedure, 9.5 (g) and (h)

Risk Analysis

N/A

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

N/A

Staff Recommendation(s)

To approve the Council Subcommittee's recommendations for one partial-term appointment to the Planning and Zoning Commission.

Suggested Motion

I, Mayor Friedel, MOVE to appoint _____ to the Planning and Zoning Commission, to serve a partial term from February 18, 2026, through April 30, 2028.

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

None



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 2/17/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Public Works
Prepared by: Justin Weldy, Public Works Director
Staff Contact Information: Phone: 480-816-5133
Email: jweldy@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Regarding the Solid Waste Agreement No.2026-044 with Universal Waste Systems, Inc.

Staff Summary (background)

SOLID WASTE SERVICES AGREEMENT – CONTRACT NO. 2026-044

Background

The current contract for solid waste services will reach its term limit on January 14, 2027, with no additional renewal options. To ensure continuity of solid waste and recycling services, the Town issued Request for Proposals (RFP No. 2025-008) for Solid Waste Services to serve residents within the corporate limits of the Town of Fountain Hills.

The RFP sought proposals from qualified vendors to provide the following services:

- Residential curbside solid waste collection and disposal
- Bulk waste collection and disposal
- Residential recycling services
- Green waste services
- Town facility solid waste services
- Town facility recycling services
- Special event solid waste and recycling services

Proposal Review and Selection

Two proposals were received:

- **Allied Waste Services dba Republic Services** (current in-Town provider) – Total average score: **87.8 / 100**
- **Universal Waste Systems, Inc. (UWS)** – Total average score: **88.8 / 100**

A five-member evaluation panel reviewed and scored proposals in accordance with the Town's procurement requirements. The panel included representatives from the Public Works Department and Town Administration with experience in contract oversight, utility operations, and service delivery.

Following initial scoring, the panel conducted a detailed review of each proposer's:

- Qualifications and municipal experience
- Service approach and route design
- Staffing capacity
- Equipment resources
- Customer service plan
- Financial stability
- Ability to meet the Town's operational and community needs

Based on the evaluation results, **Universal Waste Systems, Inc.** was selected as the recommended service provider.

Rate Structure and Financial Impact

This recommended contract provides an immediate cost savings for residents.

Current combined monthly rate (Republic Services):
\$20.14 per month

Proposed combined monthly rate (Republic Services):
\$26.42 per month

- Solid Waste: \$15.71
- Recycling: \$10.71

Proposed combined monthly rate (Universal Waste Systems):
\$19.98 per month

- Solid Waste: \$13.25
- Recycling: \$6.73

The initial \$19.98 combined monthly rate is fixed for the first two years of the contract. The competing proposal from Republic Services is approximately 32% higher than the recommended contract, and includes an annual 3.5% increase.

Rate Adjustments

All rates are fixed through January 15, 2029. No increases are permitted during this period. After January 15, 2029, annual rate adjustments may be requested based on CPI-U and documented disposal fee changes but are capped at five percent (5%) per year.

Company Experience and Capacity

Universal Waste Systems currently provides municipal solid waste services in parts of California, New Mexico, and Arizona including:

- Arizona City – approximately 5,300 homes
- City of Maywood – approximately 2,695 homes
- City of South Gate – approximately 14,650 homes

- City of Deming – approximately 5,679 homes

This demonstrated municipal portfolio reflects the company's operational capacity to manage residential programs comparable to or larger than Fountain Hills.

Universal Waste Systems has confirmed that sufficient collection vehicles and equipment are reserved specifically for Fountain Hills service. The contractor will:

- Provide cart delivery, maintenance, and replacement
- Maintain reserve carts within Town limits for rapid deployment
- Stage all necessary equipment prior to service commencement

Contract Summary

The proposed Solid Waste Services Agreement includes:

- Residential solid waste, recycling, green waste, and bulk waste collection
- Four (4) scheduled bulk waste collection events annually
- Christmas tree collection and disposal services (seasonal program)
- Town facility solid waste and recycling services
- Full support of all Town special events with dumpsters and collection containers
- Customer service, billing, reporting, and delinquent account procedures

The agreement term would begin January 15, 2027, and continue through January 15, 2032, with the option for up to three additional one-year renewals.

Service Levels and Customer Support

Common Council questions often relate to service responsiveness and community support. The proposed agreement establishes:

- Complaint response and resolution time of 24 to 48 hours
- Defined missed pickup procedures
- Dedicated customer service support
- Community outreach and education
- Support for Town-sponsored household hazardous waste and electronic recycling events

In addition to weekly collection services, the contractor will provide:

- Four bulk waste collection opportunities annually
- Seasonal Christmas tree disposal options
- Dumpster and recycling container support for all Town special events

These service enhancements are included within the proposed rate structure.

Green Waste Rates

- Green Waste Collection Service: \$7.50 per unit/month
- Green Waste Processing and Marketing Rate: \$3.98 per unit/month

Additional Services

- Additional Solid Waste Cart: \$7.00 per unit/month
- Cart Change Fee: \$25.00 per cart
- Non-Collection Day Service: \$25.00 per unit/month
- Bulk Waste Collection: \$5.00 per 6 cubic yards
- Bulk Waste Disposal: \$3.98 per 6 cubic yards

The contractor will bill customers in accordance with the rate structure established in the agreement.

Transition Plan

Universal Waste Systems will coordinate closely with the Town and the current provider to ensure no service interruption. Container exchanges will begin approximately 30 days prior to the contract start date, with all equipment staged in advance to ensure seamless implementation.

Conclusion

Award of Contract No. 2026-044 will allow the Town to continue managing its solid waste and recycling program while securing competitive pricing, expanded service support, defined customer service standards, and operational reliability.

Universal Waste Systems, Inc. is prepared to provide comprehensive solid waste and recycling services beginning January 15, 2027, ensuring uninterrupted service and long-term program stability for Fountain Hills residents.

Related Ordinance, Policy or Guiding Principle

Public Works Mission Statement

Risk Analysis

Approval of Contract No. 2026-044 will ensure continuity of essential solid waste and recycling services; however, as with any long-term service agreement, there are potential risks that must be considered.

Key risks include:

- Service Transition Risk: A change in service provider may create temporary disruptions during the startup period, including container exchanges and route adjustments. This risk is mitigated through the contractor's required transition plan and coordination with the Town and the current provider to ensure uninterrupted service.
- Operational Performance Risk: Inadequate staffing, equipment failures, or missed collections could impact service reliability and customer satisfaction. The agreement includes performance standards, customer service response requirements, and Town oversight to ensure compliance.
- Cost Escalation Risk: While rates remain fixed through January 15, 2029, future

adjustments may occur. The agreement limits annual rate increases to a maximum of five percent (5%) and requires supporting documentation for any requested adjustments, providing long-term cost control.

- **Contractor Dependence Risk:** Solid waste collection is an essential public service, and contractor non-performance could create public health and safety concerns. This risk is reduced through the competitive procurement process, evaluation of contractor qualifications, and the Town's ability to enforce contract remedies if necessary.

Overall, staff finds that the benefits of maintaining reliable solid waste and recycling services outweigh the identified risks, and the agreement provides appropriate safeguards to protect the Town and its residents.

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

N/A

Staff Recommendation(s)

Staff recommends approval of Contract No. 2026-044 with Universal Waste Systems, Inc. to ensure uninterrupted solid waste, recycling, green waste, and bulk waste collection services for Fountain Hills residents, Town facilities, and special events. Approval of this agreement will provide long-term service continuity beginning January 15, 2027, establish rate stability through January 15, 2029, and ensure the Town maintains effective oversight and management of its solid waste and recycling program.

Suggested Motion

MOVE TO approve Contract No. 2026-044, Solid Waste Services Agreement, with Universal Waste Systems, Inc., for town-wide solid waste, recycling, bulk waste, green waste, and Town facility collection services

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

1. 2026-044_UWS_Vendor Signed

**SOLID WASTE SERVICES AGREEMENT
BETWEEN
TOWN OF FOUNTAIN HILLS
AND
UNIVERSAL WASTE SYSTEMS, INC.**

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**SOLID WASTE SERVICES AGREEMENT
BETWEEN
TOWN OF FOUNTAIN HILLS
AND
UNIVERSAL WASTE SYSTEMS, INC.**

This SOLID WASTE SERVICES AGREEMENT (this "Agreement") is made upon execution (the "Effective Date") between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Universal Waste Systems, Inc., a California corporation (the "Contractor").

RECITALS

- A. The Town issued a Request For Proposal (RFP #2025-008) for Solid Waste Services (the "RFP") seeking proposals from vendors for residential curbside solid waste collection and disposal services, bulk waste collection and disposal services, residential recycling services, green waste services, Town facility solid waste services, Town facility recycling services and special event solid waste and recycling services within the corporate limits of the Town of Fountain Hills (the "Services").
- B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), which is attached hereto as **Exhibit A** and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 is hereby acknowledged, the Town and the Contractor hereby agree as follows:

1 Definitions.

As used herein, and notwithstanding any other contrary definition given these terms under Arizona law, the parties hereto specifically agree that the terms defined below shall, for the purpose of this Agreement, have the meanings as set forth in this Section. The words "shall," "will" and "must" are always mandatory and not merely discretionary. The word "may" indicates something that is not mandatory but permissible. When not inconsistent with the context, words in the plural shall include the singular and vice versa, words importing persons shall include firms and corporations, words in the present tense shall include the future and use of the masculine gender shall include the feminine gender. The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the initial date of adoption of this Agreement.

- 1.1** "Bulk Waste" means Solid Waste composed of materials not easily containerized in a Solid Waste Cart or Recycling Cart such as, but not limited to, Green Waste, furniture, cardboard and large appliances.
- 1.2** "Bulk Waste Collection Services" means Collection of Bulk Waste and delivery to the Disposal Facility or the Recycling Facility by the Contractor.

- 1.3** "Bulk Waste Services" means Bulk Waste Collection Services and the disposal of Bulk Waste at the Disposal Facility or recycling of Bulk Waste at the Recycling Facility.
- 1.4** "Business Day" means any day, Monday through Friday, from 5:00 AM, Local Time to 5:00 PM, Local Time.
- 1.5** "Cart" means a Recycling Cart, a Solid Waste Cart or a Green Waste Cart, as applicable.
- 1.6** "Council" means the Mayor and Town Council of the Town of Fountain Hills, Arizona.
- 1.7** "Collection" means the act of picking up Solid Waste or Bulk Waste from Residential Units and delivery of the Solid Waste or Bulk Waste to the Disposal Facility. Collection shall also mean the act of picking up Recyclable Materials from Residential Units or Town Facilities and delivery of the Recyclable Materials to the Recycling Facility.
- 1.8** "Collection Service" means Residential Solid Waste Collection Services, Residential Bulk Waste Collection Services, Residential Recycling Collection Services, Residential Green Waste Collection Services, Town Facility Solid Waste Collection Services, Town Facility Recycling Collection Services, Special Event Solid Waste Collection Services and Special Event Recycling Collection Services.
- 1.9** "Commencement Date" means January 15, 2027, and is synonymous with service date.
- 1.10** "Construction Debris" means solid waste derived from the construction, repair or remodeling of buildings or other structures.
- 1.11** "Construction and Demolition Waste" shall include Construction Debris and Demolition Debris.
- 1.12** "Contamination" means the existence of any material or substance on or contained in Recyclable Materials that would result in failure to meet Recovered Material specifications.
- 1.13** "Contract Administrator" means the Town Manager of the Town, or his designee or designees, who shall represent the Town in the administration and supervision of this Agreement.
- 1.14** "Container" means any metal or plastic container, with a capacity of approximately 300 gallons designed to or intended to be mechanically dumped into a loader-packer type garbage truck and used for Town Facility Recycling Services. All such Containers must be clearly marked in a manner as approved by the Town.
- 1.15** "Demolition Debris" means solid waste derived from the demolition of buildings or other structures.

- 1.16** "Disposal Facility" means a facility, area of land or excavation in which Solid Waste and Bulk Waste are placed for permanent disposal. Disposal Facility does not include a land application unit, surface impoundment, injection well, compost pile or waste pile or an area containing ash from the on-site combustion of coal that does not contain household waste, household hazardous waste or conditionally exempt small quantity generator waste.
- 1.17** "Disposal Services" means the disposal of Solid Waste and Bulk Waste by the Contractor.
- 1.18** "Expiration Date" means January 15, 2032, at 11:59 PM, Local Time.
- 1.19** "Green Waste" means organic yard waste, including but not limited to grass clippings, tree trimmings, brush clippings, and other similar material.
- 1.20** "Green Waste Cart" means a receptacle with wheels with a capacity of up to approximately 96 gallons designed or intended to be mechanically dumped into a load-packer type garbage truck and approved by the Town Manager or authorized designee for the Collection of Green Waste from Residential Service Units. All Green Waste Carts shall be green in color and clearly distinguishable from Solid Waste Carts.
- 1.21** "Hazardous Waste" means solid waste as described in 40 Code of Federal Regulations part 261, as amended.
- 1.22** "Local Time" means the time in Phoenix, Arizona.
- 1.23** "Materials Acceptance Protocol (MAP)" means the document which identifies the types and standards for the Recyclable Materials which are to be collected and processed under this Agreement. The MAP is attached hereto as Exhibit B and incorporated herein by reference.
- 1.24** "Missed Block" shall mean, as determined by three or more customers on a block, that each customer deems that her/his respective properly-prepared Cart that was set out at the Collection location on the scheduled Collection Day was not picked up by the Contractor.
- 1.25** "Missed Collection" shall mean, as determined by the customer, a properly prepared Cart that was set out at the Collection location on the scheduled Collection Day that was not picked up by the Contractor.
- 1.26** "Non-recyclable Waste" means the portion of Solid Waste, exclusive of Hazardous Waste, that is not Recyclable Materials.
- 1.27** "Person" means an individual, corporation, company, association, partnership, unit of local government, state agency, Federal agency, or other legal entity.
- 1.28** "Process," "Processed" or "Processing" means the separation, sorting, crushing, baling, shredding, flattening or other treatment of Recyclable Materials into Recovered Materials.

- 1.29** "Processing Fee" means the per ton fee for receipt and processing of
- 1.30** "Recovered Material(s)" means Recyclable Materials which have been processed at the Recycling Facility to market specifications.
- 1.31** "Recyclable Materials" means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- 1.32** "Recyclable Materials Collection Services" means the provision of Residential Recycling Collection Service, Town Facility Recycling Collection Service and Special Event Recycling Collection Service by the Contractor.
- 1.33** "Recycling" means any process by which materials which would otherwise become Solid Waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- 1.34** "Recycling Cart" means a receptacle with wheels with a capacity of up to approximately 96 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by the Town Manager for the Collection of Recyclable Materials from Residential Service Units, Town Facilities and special events. All such Recycling Carts must be clearly marked in a manner as approved by the Town Manager or authorized designee.
- 1.35** "Recycling Facility" means a Solid Waste Facility that is owned, operated or used for the storage, treatment or processing of Recyclable Materials and that handles wastes that have a significant adverse effect on the environment.
- 1.36** "Recycling Services" means the Collection of Recyclable Materials by the Contractor from Residential Service Units and Town Facilities in the Town, delivery of Recyclable Materials to Recycling Facility, and processing and marketing of Recyclable Materials at the Recycling Facility.
- 1.37** "Rejects" means material other than Residue, such as Non-recyclable Waste or materials other than those defined in the MAP, which is delivered with Recyclable Materials, and which shall be handled and accounted for separately from Recyclable Materials and Residue.
- 1.38** "Residential Bulk Waste" means Bulk Waste that is generated and disposed of at a Residential Service Unit.
- 1.39** "Residential Bulk Waste Collection Service" means the Collection of Bulk Waste by the Contractor from Residential Service Units and the delivery of the Bulk Waste to the Disposal Facility or Recycling Facility.
- 1.40** "Residential Green Waste Service" means the Collection of Green Waste by the Contractor from Residential Service Units and the delivery of Green Waste to a green Waste processing facility.
- 1.41** "Residential Recyclable Materials" means any Recyclable Materials that are generated from Residential Service Units, not including Construction and Demolition

Waste or Hazardous Waste.

- 1.42** "Residential Recycling Collection Services" means the Collection of Recyclable Materials by the Contractor from Residential Service Units and the delivery of the Recyclable Materials to the Recycling Facility.
- 1.43** "Residential Recycling Services" means the Collection of Recyclable Materials by the Contractor from Residential Service Units, delivery of the Recyclable Materials to the Recycling Facility and processing and marketing of the Recyclable Materials at the Recycling Facility.
- 1.44** "Residential Services" means Residential Solid Waste Services, Residential Bulk Waste Collection Services, Residential Green Waste Services and Residential Recycling Services.
- 1.45** "Residential Service Unit" means residential dwellings and establishments identified by the Town to receive Residential Services from the Contractor and utilizing (i) a Solid Waste Cart for the accumulation and set-out of Residential Solid Waste and (ii) a Recycling Cart for the accumulation and set-out of Residential Recyclable Materials. Town, at its sole discretion, may add or delete Residential Units.
- 1.46** "Residential Solid Waste" means any garbage, Green Waste or rubbish that is generated from Residential Service Units, not including Construction and Demolition Waste or Hazardous Waste.
- 1.47** "Residential Solid Waste Collection Services" means the Collection of Solid Waste by the Contractor from Residential Service Units and delivery of the Solid Waste to the Disposal Facility.
- 1.48** "Residential Solid Waste Services" means the Collection of Solid Waste by the Contractor from Residential Service Units, delivery of the Solid Waste to the Disposal Facility, and disposal of the Solid Waste at the Disposal Facility.
- 1.49** "Residue" means that portion of the Recyclable Materials accepted by the Contractor which is not converted to Recovered Materials due to spoilage, breakage, contamination and/or transportation or processing inefficiencies, other than Rejects.
- 1.50** "Residue Allowance" means that portion of incoming Program Recyclables defined as Residue and shall not exceed the overall annual Residue Allowance of 15%.
- 1.51** "Scavenging" means the unauthorized removal of Recyclable Material after the generators thereof divest control physically or as a matter of appropriate law, rule or regulation.
- 1.52** "Solid Waste" means any garbage, trash, rubbish, waste tire, refuse, sludge from a waste treatment plant, water supply treatment plant or pollution control facility and other discarded material, including solid, liquid, semisolid or contained gaseous material unless otherwise excluded by the Arizona Revised Statutes.
- 1.53** "Solid Waste Cart" means a receptacle with wheels with a capacity of up to

approximately 96 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by the Town Manager for the Collection of Residential Solid Waste. All such Solid Waste Carts must be clearly marked in a manner as approved by the Town Manager or authorized designee.

- 1.54 "Solid Waste Facility" means a transfer facility and any site owned, operated or utilized by any person for the storage, processing, treatment or disposal of solid waste, conditionally exempt small quantity generator waste or household hazardous waste unless otherwise excluded by Arizona Revised Statutes.
- 1.55 "Special Event Solid Waste Collection Services" means the Collection of Solid Waste by the Contractor from special events as requested by the Town and delivery of the Solid Waste to the Disposal Facility.
- 1.56 "Special Event Recycling Collection Services" means the Collection of Recyclable Materials from special events as requested by the Town via Containers or Recycling Carts and delivery to the Recycling Facility by the Contractor.
- 1.57 "Source Separated Materials" means materials that are separated by material type by the generator.
- 1.58 "State" means the State of Arizona.
- 1.59 "Ton" means a unit of weight equal to 2,000 pounds.
- 1.60 "Town Facility" means any Town-owned or operated facility designated by the Town for Town Facility Recycling Services. The Town has the sole authority to add or eliminate Town Facilities.
- 1.61 "Town Facility Recycling Collection Services" means the Collection of
- 1.62 Recyclable Materials from Town Facilities via Containers or Recycling Carts and delivery to the Recycling Facility by the Contractor.
- 1.63 "Town Facility Solid Waste Collection Services" means the Collection of
- 1.64 Solid Waste by the Contractor from a Town Facility and delivery of the Solid Waste to the Disposal Facility.
- 1.65 "Walk Up Service" means a location at the front, side or rear of a Residential
- 1.66 Service Unit acceptable to both the Resident and Contractor as the location for Residential. Collection Service. If an appropriate location cannot be agreed upon, the Contract Administrator shall designate the location for Residential Collection Service.

2 Representations.

- 2.1 **Relationship of the Parties.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or

associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

2.2 Representations by Town. The Town represents to the Contractor that the Town is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement. The Town further represents that the person signing on its behalf has been properly authorized and empowered to enter into this Agreement. The Town acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

2.3 Representations by Contractor. The Contractor represents to the Town that at the time of execution of this Agreement:

- A. Authority.** The Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry on the business and operations contemplated by this Agreement. The Contractor further represents that the person signing on its behalf has been properly authorized and empowered to enter this Agreement. The Contractor further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
- B. Recyclable Materials Processing.** The Contractor has the right to receive Recyclable Materials processing and marketing services from Waste Connections of Arizona Red Rock Landfill at 22316 Harmon Rd., Florence, Az. 85132.
- C. Solid Waste Disposal.** The Contractor has entered for the right to receive Disposal Services at Waste Connections of Arizona Red Rock Landfill at 22316 Harmon Rd., Florence, Az. 85132 or Salt River Landfill at 4660 N. Beeline Hwy/SR 87 Scottsdale, Az. 85256
- D. Licenses; Materials.** The Contractor has obtained all applicable environmental and other governmental permits, licenses, permits and authorizations that are (1) necessary for providing the Services and (2) required to be issued under Federal, State, local law, regulation, rule or ordinance. Contractor shall maintain in current status all Federal, State and local licenses, permits and authorizations required for the operation of the business conducted by the Contractor. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Contractor.
- E. Insurance/Bonds.** The Contractor has obtained and submitted to the Town certificates of insurance for all required insurance coverages specified in this Agreement.
- F. No Legal Action Pending.** To the best of the Contractor's knowledge, there is no action, suit or proceeding, at law or equity, before or by any court or government authority, pending or threatened against the Contractor, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Contractor of its obligation hereunder or the other transactions contemplated hereby,

or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other contract or instrument entered into by the Contractor in connection with the transactions contemplated hereby.

Contractor agrees that it shall take all steps necessary to ensure that the representations set forth in this Section 2.3 shall remain true and correct for the entire Term of this Agreement.

3 Term of Agreement.

3.1 Initial Term. Unless sooner terminated in accordance with the provisions in this Agreement, the term of this Agreement shall commence on the Commencement Date and shall continue in effect until **January 15, 2032** (the "Initial Term").

3.2 Option to Renew After the Initial Term, the parties shall have the option upon written agreement to **renew this Agreement for up to three additional one-year** terms (each, a "Renewal Term"). The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term." To exercise its option, Town shall provide written notice to Contractor (each an "Option Notice") no later than 365 calendar days preceding the scheduled Expiration Date of the then-current Term. The Contractor shall, within 15 calendar days following receipt of the Town's Option Notice, either accept or reject the Town's request. If the Contractor fails to accept or reject the Town's renewal request within 15 days following receipt of the Town's Option Notice, the Contractor shall be deemed to have consented to renewal of the Agreement for one year. This provision in no way limits the Town's right to terminate this Agreement at any time during the Term pursuant to the provisions in this Agreement.

4 Solid Waste Services, Bulk Waste Services and Recycling Services.

The Contractor shall begin providing the services set forth in this Section on their respective Commencement Dates, as determined on the days set forth by the Town and Contractor, and the Contractor shall change rates for such services as noted in Exhibit A.

4.1 Solid Waste.

A. Residential Solid Waste Services. Contractor shall collect, once per week on a scheduled day, all Solid Waste Carts from each Residential Service Unit in the Town. Contractor shall deliver the Residential Solid Waste collected to the Disposal Facility and dispose of the Residential Solid Waste at the Disposal Facility. Upon receipt of a written work order from the Town, Contractor shall provide additional Solid Waste Cart collection and non-collection day Collection Services.

B. Residential Bulk Waste Services. Contractor shall provide a process for collecting residential bulk waste of up to six cubic yards from each Residential Service Unit in the Town once per year by routes/areas on dates and in the sequence approved in writing by the Town. Contractor shall provide notice Contractor shall deliver the Bulk Waste collected to the Recycling Facility or the Disposal Facility. If the Bulk Waste is delivered to the Recycling Facility, Contractor shall process and market the Bulk Waste at the Recycling Facility. If the Bulk Waste is delivered to the Disposal Facility, Contractor shall dispose of the Residential Solid Waste at the Disposal Facility. Upon receipt of a written work order from the Town, Contractor shall provide additional Bulk Waste Collection Services.

C. Town Facility Solid Waste Services. Contractor shall collect, not less than once per

week, all Solid Waste in Solid Waste Carts or Containers at Town Facilities shown in Table 2-1.

Table 2-1: Solid Waste Collection Locations

Town Facilities	Address	Container Size	Collection Frequency
Town Civic Center	13001 La Montana	8YD	Twice per week
Streets Department	17137 Falcon Dr.	6YD	Twice per week
Fountain Park	13000 Saguaro Blvd.	8YD	Once per week
Four Peaks Park	17300 Calaveras Ave.	6YD	Once per week
Golden Eagle Park	14725 Golden Eagle	4 YD (1); 6 YD (2)	Once per week
Desert Vista Park	11800 Desert Vista	6YD	Once per week

Fountain Hills Fire Station #1, 822 16426 E Palisades Blvd. Recycling cart and 6 YD Once per week Fountain Hills Fire Station #2, 823 10650 N Fountain Hills Blvd. Recycling cart and 6 YD Once per week

- D. Special Event Solid Waste Services.** Upon request of the Town, the Contractor shall deliver Solid Waste Carts or containers to the site of a special event and shall collect and dispose of Solid Waste collected in such Solid Waste Carts or Containers.

4.2 Recycling.

- A. Residential Recycling Services.** Contractor shall collect, once per week on a scheduled day, all Recyclable Materials via single stream in a Residential Recycling Cart from each Residential Service Unit in the Town. Contractor shall deliver the Recyclable Materials collected to the Recycling Facility. In addition, Contractor shall process and market the Recyclable Materials delivered to the Recycling Facility.
- B. Town Facility Recycling Collection.** Contractor shall collect, on a frequency solely decided by the Town, all Recyclable Materials from each Town Facility listed in Table 4.1 above. Contractor shall deliver the Recyclable Materials collected to the Recycling Facility. In addition, Contractor shall process and market the Recyclable Materials delivered to the Recycling Facility.
- C. Special Events Recycling Collection.** Upon request of the Town, Contractor shall deliver Recycling Carts to the site of a special event and shall collect and process all Recyclable Materials collected by such Recycling Carts, the frequency of which shall be at the Town's sole discretion.
- D. Disposal Prohibited.** The Contractor shall be prohibited from (1) disposal of and/or landfilling of any Recyclable Materials accepted or processed at the Recycling Facility or (2) marketing Recyclable Materials to markets that the Contractor knows or reasonably should have anticipated will dispose of and/or landfill the Recyclable Materials, except when approved in writing by the Town.

- 4.3 Residential Green Waste Collection.** Contractor shall collect, once per week on a scheduled day, all Green Waste via Residential Green Waste Cart from each Residential service Unit in the Town that has selected the green waste option and has agreed to pay the additional cost of same. Contractor shall deliver all Green

Waste collected from Green Waste Carts at Residential Service Units to a Green Waste processing facility.

- 4.4 Walk Up Services.** The Contractor shall provide Walk-Up Collection Services for Residential Solid Waste and Recyclable Materials to Residential Service Units where all adult occupants are handicapped or, due to age or verified physical limitations, are unable to safely move collection carts, and where a request for Walk-Up Collection Services has been submitted to and approved by the Contractor in accordance with the Contractor's established procedures. The Contractor shall be solely responsible for receiving, processing, maintaining, and updating all requests for Walk-Up Collection Services and shall provide the Town with an accurate and current customer list for such services upon request. No additional compensation shall be paid to the Contractor for the provision of Walk-Up Collection Services. Walk-Up Collection Services shall be provided on the same scheduled collection day that collection services would otherwise be provided to the applicable Residential Service Unit.
- 4.5 Manner of Providing Services** Unless otherwise stated in this Agreement, the Contractor shall be solely responsible for all aspects of the management, operations, and maintenance and equipment relating to the Service including, but not limited to, the following:
- A. Rejected Loads.** Transportation and disposal of Rejected Loads (as defined in subsection 5.2 below) at the Recycling Facility to the Disposal Facility.
 - B. Residue and Rejects.** Transportation and disposal of Residue and Rejects at the Recycling Facility to the Disposal Facility.
 - C. Recovered Materials.** The shipping and marketing of Recovered Materials processed at the Recycling Facility.
 - D. Records.** The maintenance of complete and accurate records and the provision of reports to the Town in accordance with the requirements of this Agreement.
 - E. Maintenance.** The preventive maintenance, maintenance and repair of systems and equipment including vehicles, buildings, grounds and other equipment.
 - F. Clean-up.** The prevention and clean-up of litter, spillage, dust and odor as set-forth in this Agreement.
 - G. Personnel.** The recruitment, hiring and training of all managerial, supervisory and operating personnel providing the Services.
 - H. Carts.** Cart maintenance and delivery of new Solid Waste Carts, Recycling Carts and Green Waste Carts, as applicable. Contractor shall also be solely responsible for Storage of unused Carts.
 - I. Part-Time Residents.** Contractor shall provide each Residential Unit the opportunity to annually stop service temporarily for a period of up to six continuous months upon notification by the resident.
- 4.6 Annual Household Hazardous Materials Collection.** Contractor shall provide a household hazardous waste (*i.e.*, paints, solvents, pesticides, herbicides, oils, etc.) collection events to occur at least once per calendar year.

- 4.7 Annual Electronics Recycling Event.** Contractor shall provide electronic recycling (including but not limited to AC Adapters, Calculators, Cameras, Cell Phones, CD Rom/DVD Drives, Computers (PCs / laptops / servers/ tablets), digital cable boxes, docking stations, electric motors, fax machines, hard drives, keyboards & mice, medical equipment, metals, modems, monitors (LCD & LED), wires/cables/power cords, power tools, printers, routers, DVD players and video game equipment) events to occur at least once per calendar year or as otherwise pre-approved in writing by the Town.

5 Inspection of Loads and Rejected Loads.

- 5.1 Contractor's Right to Inspect Loads.** The Contractor may inspect each delivery of Recyclable Materials prior to and upon their discharge at the Recycling Facility for consistency with the MAP.
- 5.2 Unacceptable Loads.** Contractor may not designate a load as an unacceptable load for any reason other than those identified in this Section. Prior to departure from the Recycling Facility of the vehicle delivering Recyclable Materials to the Recycling Facility, Contractor may designate a load as a "Rejected Load" for the following reasons:
- A. Excessive Non-Recyclable Waste.** A load of Recyclable Materials contains more than 15% Non-recyclable Waste by weight.
 - B. Public Health Danger.** A load of Recyclable Materials presents a substantial endangerment, such as disease or death, to the public or employee health or safety.
 - C. Hazardous Waste.** A load contains Hazardous Waste that cannot be easily separated from acceptable materials.
- 5.3 Procedure upon Rejection of Load.**
- A. Notice of Rejected Load.** If the Contractor designates a load as a Rejected Load for the reasons set forth in subsections 5.2(A) and (B) above, Contractor must immediately provide written notice to the Town, including the reason the load was designated a Rejected Load. If Contractor fails to provide notice in accordance with this subsection, Contractor shall accept the load.
 - B. Right to Inspect Rejected Loads.** Upon receipt of the notice by the Town in accordance with subsection 5.3(A) above, Contractor shall retain the Rejected Load for an additional 24 hours to allow the Town a right to inspect the load. The Town may waive the right to inspect the load. Failure to inspect the load within 24 hours of receipt of notice shall be deemed a waiver of the right to inspect the load.
 - C. Dispute or Acceptance of Designation as Rejected Load.** If the Town inspects the load, the Town may dispute or accept the designation as a Rejected Load. If the Town disputes the rejection of the load for the reasons set forth in Section 5.2(A) or (B) above, the Contract Administrator's decision as to whether the load will or will not be accepted shall be final and conclusive. If the load is not deemed a Rejected Load by the Contract Administrator, the Contractor shall accept and process the load as long as it does not contain Hazardous Waste (which is covered by Section 5.4 below).
 - D. Costs for Rejected Loads not due to Hazardous Waste.** Contractor shall, at its sole

expense, pay for transportation and disposal costs of Rejected Loads for the reasons set forth in subsections 5.2(A) and (B) above.

- 5.4 Procedure upon Rejection of Load due to Hazardous Waste.** If Contractor discovers Hazardous Waste before collecting it, Contractor may refuse to collect the entire Recycling Cart or Solid Waste Cart of waste. In such situations, Contractor shall contact the generator of such waste to remove and dispose of it properly. If any Hazardous Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, (A) remove, transport and dispose of such Hazardous Waste at a location authorized to accept such Hazardous Waste in accordance with all applicable laws and (B) charge the depositor or generator of such Hazardous Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Hazardous Waste. The Town shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Hazardous Waste.

6 Handling of Rejects and Residue.

- 6.1 Handling of Rejects.** The Contractor shall segregate and store all Rejects and shall notify the Town prior to their removal for disposal to permit the Town's inspection thereof. The Town shall have the right to inspect such Rejects within 24 hours of notification and to make its own determination as to whether such materials are in fact Rejects, as defined herein. Contractor shall, at its sole expense, pay for transportation and disposal costs of Rejects.
- 6.2 Handling of Residue.** Contractor shall be solely responsible for ensuring that Residue which is culled from Program Recyclables accepted by Contractor, or which is the result of processing activity shall not exceed the overall annual Residue Allowance of 15%. If the residue exceeds the Residue Allowance, Town may assess liquidated damages in accordance with Section 18 of this Agreement. Contractor, at its sole expense, shall bear costs of transporting and disposal of all Residue.

7 Collection and Processing Equipment.

- 7.1 Collection Services Vehicles.**
- A. Appearance of Collection Services Vehicles.** Contractor shall paint all Collection Service vehicles uniformly with the name of Contractor, customer service office telephone number and the unique identification number of the vehicle in letters not less than six inches high on each side and the rear of the vehicle. All Collection Services vehicles shall be uniquely numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, except for events sponsored by the Town, which shall be advertised on request of the Town.
 - B. Age of Collection Services Vehicles.** Contractor shall provide all Collection Services pursuant to this Agreement with Collection vehicles less than seven years of age. The average age for the Collection vehicles to be used for performance of Collection Services provided pursuant to this Agreement shall not exceed three years of age.
- 7.2 Collection Services Carts.** Town shall have the sole decision in determining the appearance of the Carts.

- A. Purchase and Initial Distribution of Carts.** The Contractor, at its sole cost, shall purchase all Carts required for the provision of Collection Services pursuant to this Agreement. In addition, the Contractor, at its sole cost, shall deliver one Solid Waste Cart, one Recycling Cart and one Green Waste Cart (for Residential Service Units choosing the optional Green Waste Service) to each Residential Service Unit prior to the Commencement Date, unless instructed otherwise by the Town. The Contractor shall attach a program introduction notice to each Cart delivered.
- B. Subsequent Distribution, Maintenance and Storage.** After the initial distribution of Carts, Contractor, at its sole cost, shall deliver Cart(s) to a Residential Service Unit within two business days of the request by the Town. Contractor shall attach a program introduction notice to each Cart delivered.
- C. Cart Care and Maintenance.** Contractor's employees shall take care to prevent damage to Carts by unnecessarily rough treatment. Contractor shall be solely responsible for Cart maintenance.
- D. Reserve Carts.** Contractor shall maintain a minimum of 15 Solid Waste Carts, 15 Recycling Carts and 15 Green Waste Carts at a secure location within the corporate limits of the Town to ensure that extra or replacement Carts can be expeditiously provided upon the request of the Town. Subject to space availability, the Town can accommodate the reserve Solid Waste Carts, Recycling Carts and Green Waste Carts at its Street Yard, located at 17137 Falcon Drive, which Carts shall be accessible to the Contractor during the Town's normal business hours.
- E. Replacement of Carts.** Upon notification to Contractor by the Town or a customer that a Cart has been lost, destroyed, stolen or that it has been damaged beyond repair, Contractor shall purchase, if necessary, and deliver a replacement Cart to such customer within two business days. At the expense of the Contractor, each Residential Service Unit shall be entitled to unlimited replacements of destroyed or damaged beyond repair Cart(s) for the life of the Agreement at no cost to the Town or the customer if determined by the Contract Administrator or authorized designee that such destruction or damage was caused by the Contractor or Contractor's employees or equipment. For additional replacements beyond those as provided in this Agreement or for Carts purchased by written authorization of the Town Manager, Town shall reimburse Contractor the purchase cost paid by Contractor for the Cart.

7.3 Collection and Processing Equipment. Excluding Carts.

- A. Purchase, Operation and Maintenance.** Unless otherwise stated in this Agreement, Contractor shall be solely responsible for all costs of purchasing, operating and maintaining Collection and processing equipment for the Term of this Agreement. Town, at its sole discretion, shall determine whether the Contractor is or is not properly maintaining the Collection and processing equipment. If the Town determines the Contractor is not properly maintaining the Collection and/or processing equipment, Contractor shall replace such equipment in accordance with this Agreement and Town may assess liquidated damages in accordance with Section 18 of this Agreement.
- B. Replacement.** Unless otherwise stated in this Agreement, Contractor shall be solely responsible for the replacement of Collection and processing equipment if such equipment is lost, stolen or damaged beyond normal wear and tear. If Contractor or Town determines that Collection and/or processing equipment requires replacement, Contractor shall replace such equipment within 14 calendar days with comparable

equipment. Contractor shall be responsible for making the appearance of the replacement equipment in adherence with the requirements of this Section.

7.4 Ownership.

- A. Collection Services Equipment other than Carts and Containers.** Ownership of Collection Services Equipment other than Carts shall rest with Contractor.
- B. Carts and Containers.** Ownership of Carts and containers shall rest with the Contractor during and after the term of the Agreement.

7.5 Disposal Facility and Recycling Facility Equipment. The Disposal Facility, Recycling Facility and any other processing center used to perform the Services shall be equipped with adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming and outgoing delivery vehicles and vehicles transporting Recyclable Materials to markets. Contractor shall separately weigh, record and tabulate each load from Town.

8 Personnel.

- 8.1 Qualified Personnel.** Contractor shall assign a qualified person or persons who will be charge of its operations within the Town and authorized to make decisions on Contractor's behalf and shall provide the name, office telephone number, mobile phone number, email address and facsimile number of Contractor's representatives and key personnel to the Contract Administrator. Contractor agrees that the Town shall have 24-hour access to said representative via a non-toll call from the corporate limits of the Town. Such records shall be updated as personnel or contact information changes. In addition, Contractor shall adhere to the following requirements:
- 8.2 Key Personnel.** Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without written notice to the Town, which Contractor will endeavor to make prior to the removal or replacement of such key personnel. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel of substantially equal or superior ability and qualifications. If deemed qualified, the Contractor is encouraged to hire Town residents to fill vacant positions at all levels.
- 8.3 Uniforms.** Contractor shall furnish each employee involved in the performance of this Contract with a uniform and safety vest, shirt or jacket which clearly displays the name of Contractor. Such uniforms and safety equipment shall make the employee readily visible to other motorists. Contractor's employees shall wear complete uniforms and safety vest, shirt or jacket at all times.
- 8.4 Safety Training.** Contractor shall provide regularly scheduled, on-going operating and safety training for all employees. In addition, Contractor's employees shall be

trained to perform their duties to maximize the Town's recycling rate, minimize contamination and promote recycling at all times. Such meetings shall be mandatory for all Collection and supervisory personnel and held not less than once per month. All temporary and newly hired permanent Collection personnel and supervisory employees must receive comprehensive safety and operational training prior to working on the Collection vehicles or performing duties under this Agreement. Training manuals and schedules shall be maintained at the local office of Contractor and available for review at any time by Contract Administrator.

8.5 General Training. All employees involved in the performance of this Agreement including office and all Collection personnel, must be provided adequate training before and during their employment with the Contractor. This training shall familiarize employees with the required duties and standards of performance, specific requirement on routes to which they will be assigned, teach the route layouts previously established and approved and provide necessary knowledge to eliminate delays and Missed Collections. All supervisory and Collection employees must be provided with equipment and supplies prior to and during the performance of their duties. All Collection, administrative, supervisory and customer service personnel must receive customer service training prior to and during the time they are employed by the Contractor.

8.6 Contact with Others. Contractor's employees shall treat all customers, co-workers, Town employees and any individual with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence and the use of profanity are strictly prohibited. The Town reserves the right to direct Contractor to remove any employee who violates this policy from providing services to the Town, pursuant to this Agreement.

8.7 Compliance with Laws. Monitoring and Inspections. In performance of Collection Services, Contractor's employees must adhere to applicable municipal, Town, State and Federal laws. Town reserves the right to make a complaint regarding any employee of the Contractor who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. The Town may recommend appropriate action be taken by the Contractor and may require the Contractor to remove any unacceptable employee, as determined by the Town, from service to the Town. Contractor will be responsible for all compliance monitoring and inspection necessary pursuant to the Town's variance with the Maricopa County Environmental Services Division with respect to the services provided under this Agreement.

9 Hours of Operation and Holidays.

9.1 Contractor shall not make any changes to the hours of operation as provided in this Section without the prior, written approval of the Contract Administrator.

9.2 Residential Collection Services. Excluding Holidays (as defined in subsection 9.8 below), Contractor shall provide Residential Collection Services from Monday through Friday, 6:00 AM, Local Time to 5:00 PM, Local Time. Residential Collection Services that fall on a Holiday shall be collected as set forth in Section 9.8 below.

- 9.3 Town Facility Recycling Services.** Excluding Holidays, Contractor shall provide Town Facility Recycling Services from Monday through Friday, 6:00 AM, Local Time to 5:00 PM, Local Time. Town Facility Recycling Services that fall on a Holiday shall be collected on the following day.
- 9.4 Town Facility Solid Waste Services.** Excluding Holidays, Contractor shall provide Town Facility Solid Waste Services from Monday through Friday, 6:00 AM, Local Time to 5:00 PM, Local Time. Town Facility Solid Waste Services that fall on a Holiday shall be collected on the following day.
- 9.5 Extension of Collection Services Hours of Operation.** If the Contractor determines that the Collection Services will not be completed by 5:00 PM, Local Time on the scheduled Collection Day, the Contractor shall notify the Town by 3:00 PM Local Time and request an extension of the Collection hours. The Contractor shall inform the Town of the areas not completed, the reason for non-completion and the expected time of completion. The Town must approve any extension of hours of operation.
- 9.6 Disposal Facility.** Excluding holidays as defined in subsection 9.8 below, Contractor shall maintain, or cause its provider to maintain, the Disposal Facility open and available to receive Solid Waste seven days per week between 7:00 AM, Local Time to 6:00 PM, Local Time.
- 9.7 Recycling Facility.** Excluding Holidays, Contractor shall maintain or cause its provider to maintain the Recycling Facility open and available to receive Recyclable Materials seven days per week between 7:00 AM, Local Time to 6:00 PM, Local Time.
- 9.8 Holidays.** The Town, at its sole discretion, may add or delete holidays. If the Town elects to add or delete holidays, the Town will provide the Contractor notice in accordance with the provisions of this Agreement. If a holiday occurs on a scheduled Collection Day, Contractor shall perform the scheduled Collection for the holiday on the next calendar day after the scheduled Collection Day. For purposes of this Agreement, "Holidays" shall include the following:
- A. New Year's Day
 - B. Independence Day
 - C. Thanksgiving Day
 - D. Christmas Day

10 Customer Service Complaints; Billing.

- 10.1** Contractor and Contractor's employees understand that customer service is of great importance to the Town. Contractor and its employees will work diligently to provide high quality customer services to the Town and all customers.
- 10.2 Customer Service Complaint Resolution Procedure.** All customer service complaints shall initially be directed to the Contractor. The Contractor will generate an electronic work order outlining all legitimate complaints received. The work order will contain (A) date and time of call, (B) customer name, address and phone number and (C) type of complaint. A copy of the work order will

then be electronically submitted to the Town, including a schedule for resolution. The Contractor will resolve each customer complaint in a timely manner as set forth below:

- A. Same Day Request. If the complaint is a Missed Collection or Missed Block, Contractor shall pick up the Missed Collection or Missed Block on that same day if the complaint is received by the Contractor prior to 11:00 AM, Local Time.
- B. Next Day Request. If the complaint is a Missed Collection or Missed Block, Contractor shall pick up the Missed Collection or Missed Block before 5:00 PM, Local Time on the next calendar day if the complaint is received by the Contractor after 11:00 AM, Local Time.
- C. Other Complaints. If the complaint is other than a Missed Collection or Missed Block, Contractor shall resolve the complaint within 24 hours of written notice of such complaint to Contractor.
- D. Work Order Reporting. Upon resolution of the customer complaint, Contractor will close the work order and resubmit it to the Town. The closed work order will include (A) Contractor's determination as to legitimacy of the complaint, (B) the date, time and action taken to resolve complaint and (C) the name of responsible contact at Contractor's location regarding the complaint.

11 Damage to Property.

- 11.1 The Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property that is damaged by the Contractor. Such property damages shall be addressed for repair or replacement, at no charge to the property owner, within 48 hours with property of the same or equivalent value at the time of the damage. If the Contractor fails to address the repair or replacement of damaged property within 48 hours, the Town may, but shall not be obligated to, repair or replace such damaged property and the cost of doing so (A) shall be paid by the Contractor to the Town within 30 days of receipt of demand therefore or (B) may be deducted by the Town from only amounts owing to the Contractor.

12 Spillage and Leakage. Litter. Dust and Odor.

- 12.1 **Spillage and Leakage.** Contractor shall clean up any spilled or blowing materials as well as fluids spilled or leaked from Contractor's vehicles by the Contractor, Contractor's employees or authorized person or entity providing service to the Contractor. During transport, all materials shall be contained, covered and enclosed so that leaking, spilling and blowing of materials does not occur. Contractor shall perform all cleanups within two hours of the spillage or leakage.
- 12.2 **Litter.** If Contractor operates the Disposal Facility, the Recycling Facility or the processing facility for Green Waste, the Contractor shall be required to pick up any and all litter (including any glass spillage) which blows or falls from the Disposal Facility, Recycling Facility or Green Waste facility onto the site or adjoining or surrounding property by the end of each workday or by the end of the first shift, if operated for more than ten hours per day. All on-site parking

areas and roadways shall be swept at least once per month.

- 12.3 Dust and Odor.** If Contractor operates the Disposal Facility, the Recycling Facility or Green Waste facility the Disposal Facility, Recycling Facility and Green Waste facility shall be operated to prevent the escape of dust and odors. The Contractor shall routinely clean the tip floor and the process and storage areas.

13 Recordkeeping, Reporting, Audited Financial Statements and Reporting Format.

- 13.1 Recordkeeping.** The Contractor shall create, maintain and make available records as defined in, and required by, all applicable local, State and Federal laws, rules and regulations and any reports as are reasonably necessary to:
- A. Deliveries.** Document Recyclable Materials deliveries, Residential Solid Waste deliveries, time delivered to Recycling Facility, time delivered to Disposal Facility, tonnage of material delivered, Rejected Loads by date collected and other information as requested by Contract Administrator (a monthly summary shall also be submitted to the Town).
 - B. Missed Collections; Problem Set-out. Document** Missed Collections, consistent Late Set-outs and consistent Improper Set-outs on a daily basis including the address, time and date for each and the reason, photograph and notice for Improper Set-outs (a monthly summary shall also be submitted to the Town).
 - C. Recovered Material.** Provide averages from the Recycling Facility of Recovered Material from Recyclable Materials tons marketed by commodity, entity marketed to, price paid by the end market and other information as reasonably requested by Contract Administrator (a monthly and annual summary shall also be submitted to the Town).
 - D. Recyclable Materials.** For Recyclable Materials, document incoming tonnages, residue tonnages, rejects tonnages, hazardous waste tonnages, marketed tonnages by commodity and inventory tonnages by commodity. Contractor shall provide an explanation if incoming tonnages does not equal the total of rejects tonnages, hazardous waste tonnages, marketed tonnages by commodity and inventory tonnages by commodity (a monthly and annual summary shall also be submitted to the Town).
 - E. Hazardous Waste.** Document Hazardous Waste including the source, tonnage, date received, disposal facility and other information as requested by Contract Administrator (a monthly and annual summary shall also be submitted to the Town).
 - F. Other Regulatory Documents.** Such other documents and reports as the Town may reasonably require verifying compliance with the Agreement or to meet the Town's reporting requirements with the State (a monthly and annual summary shall also be submitted to the Town).
 - G. Residue; Rejects.** Document Residue and Rejects separately including tonnage, description of material, source of material (i.e. Recyclable Materials, hauler, etc.), disposition and other information as requested by Contract Administrator. A monthly and annual summary shall also be submitted to the Town.

H. Availability of Documents. All of Contractor's records shall be available to Town and its representatives at reasonable times and places throughout the term of this Agreement and for a period of five years after last or final payment.

13.2 Reporting.

A. Initial Reports.

- 1. Transition Plan.** The Contractor shall provide a transition plan 90 calendar days prior to Commencement Date. This plan shall detail transition to the Contractor providing Solid Waste Service, Bulk Waste Service, Recycling Service and Residential Green Waste Service. This transition plan will be submitted for approval by the Contract Administrator.
- 2. Processing and Marketing Plan.** The Contractor shall provide a processing and marketing plan 90 calendar days prior to Commencement Date. This plan shall detail the processing and marketing of all Recyclable Materials and Recyclable Materials at the site. This processing and marketing plan will be submitted for approval by the Contract Administrator.
- 3. Hazardous Waste Contingency Plan.** The Contractor shall provide a Hazardous Waste contingency plan, 30 calendar days prior to the Commencement Date, to the Contract Administrator and to the Town's Risk Manager. This plan shall detail what actions shall be taken by the Contractor upon discovery of Hazardous Waste. This contingency plan will be reviewed by the Contract Administrator. The plan shall include a copy of a signed contract(s) with a permitted Hazardous Waste transporter(s) to handle any Hazardous Waste discovered. The plan must comply with all State and Federal regulations regarding the handling of Hazardous Waste. Non-conformance with any State or Federal regulation shall cause rejection of the plan. This Hazardous Waste contingency plan will be submitted for approval by the Contract Administrator.

B. Monthly Reports. Contractor shall submit all monthly reports required by this Agreement to the Town Manager or authorized designee within seven calendar days following the end of each calendar month.

C. Annual Reports. Contractor shall submit all annual reports required by this Agreement to the Towns Manager or authorized designee within 30 calendar days following the end of the Town's fiscal year.

13.3 Audited Financial Statements. The Contractor will be required to submit audited financial statements prepared by an external accounting firm within 90 calendar days of the end of the Contractor's fiscal year end. In the event Contractor is acquired, the Contractor shall notify the Town of the transfer in ownership, whereupon the Town shall have the option to require that the audited financial statements be submitted by the acquiring entity. In the event Contractor is acquired, the Town shall have the option to require that the acquiring entity provide a Guaranty Agreement in a form acceptable to the Town Attorney. The financial basis records shall be kept in accordance with generally accepted accounting principles.

13.4 Report Format. Within 14 days after the Commencement Date, the Contractor will be required to submit to the Town for its approval the format and sample contents of the records to be maintained and the reports to be generated in

fulfillment of the requirements of the Agreement. Contractor shall submit all reports in electronic format approved by the Town and in hard copy.

- 13.5 Customer List, Route Plan, and Service Data** The Contractor shall create, maintain, and provide to the Town a complete and current electronic customer list and route plan for all Residential Service Units and any other accounts receiving Services under this Agreement. At a minimum, the customer list shall include the following information for each service address, in a format approved by the Town:
- A. Customer name (account holder or business name)
 - B. Service address
 - C. Account number or unique identifier
 - D. Type(s) of service provided (solid waste, recycling, green waste, bulk, etc.)
 - E. Cart sizes and quantities by service type
 - F. Billing status (active, inactive, suspended, seasonal hold, etc.)
 - G. Service start date and, if applicable, service end or suspension date
 - H. Service Day(s)
- 13.6 Frequency.** The Contractor shall provide the customer list to the Town **annually**, within thirty (30) calendar days following the end of each Town fiscal year, and additionally upon written request by the Town in connection with audits, service verification, contract expiration, or contract termination.
- 13.7 Limitations on Data.** The Contractor shall not be required to provide, and the Town shall not request, sensitive personal or financial information, including but not limited to Social Security numbers, dates of birth, bank account information, or payment card data.
- 13.8 Format and Use.** All customer data shall be provided in an electronic, sortable format (such as Excel or CSV) compatible with the Town's systems. The Town may use such data solely for legitimate governmental purposes, including contract administration, verification, planning, public records compliance, and transition planning.
- 13.9 Ownership and Confidentiality.** The parties acknowledge that customer account data generated under this Agreement relates to services provided pursuant to a municipal franchise. The Town shall retain the right to receive, retain, and use such data in accordance with applicable public records and confidentiality laws.
- 13.10 Survival and Transition.** Upon expiration or termination of this Agreement for any reason, the Contractor shall, within ten (10) business days, provide the Town with a final, complete customer list and related service data sufficient to ensure continuity of Services.

14 Billing and Collections, Payment and Annual Adjustments.

14.1.1 Billing and Collection.

- A. **Solid Waste, Bulk Waste, Recycling and Disposal Services.** The Contractor shall

bill Residential Service Units for Residential Solid Waste, Bulk Waste, Recycling Services and Residential Green Waste Services in accordance with the rate structure established in Exhibit A and as may subsequently be adjusted as set forth in this Agreement.

1. **Understandable Bills.** Bills will be clear, concise and understandable. Bills must be fully itemized, clearly delineating all activity during the billing period, including optional charges, rebates and credits.
2. **Uniform Billing.** Contractor shall bill all Residential Service Units in a uniform, non-discriminatory manner, regardless of level of service. Payment shall be due no sooner than the 15th day of each billing period, and the due date shall be listed on each bill. Bills shall be mailed no later than the first day of the billing period. Contractor shall provide a process to accept payments from a homeowners' association or its authorized representative for Service Units within that homeowners' association.
 - a. **Town Materials and Announcements.** Contractor shall include reasonable Town provided newsletters, announcements and similar materials and information at no additional cost to the Town. The Town and Contractor shall set the schedule and other reasonable parameters therefore.
 - b. **Information Concerning Annual Residential Bulk Waste Service, Household Hazardous Waste Events and Electronic Recycling Events.** At least 30 days before each scheduled: (i) Annual Residential Bulk Waste Service, (ii) Household Hazardous Waste Event and (iii) Electronic Recycling Event, Contractor will provide a pamphlet (approved in writing by the Town) in the bills sent to customers in the Town setting forth, as applicable: (i) the routes and schedule for the Annual Residential Bulk Waste Service pickup, (ii) Household Hazardous Waste Event date, time and locations, and (iii) Electronic Recycling Event date time and location, together with requirements, limitation and answers to frequently asked questions related thereto. The same information shall be conspicuously and continuously posted on the Contractors website and on its billing page for customers within the Town.
3. **Customer Dispute.** In case of a bill dispute, the Contractor must respond to a written complaint from a resident within 15 days.
4. **Refunds.** Refund checks will be issued promptly, but no later than the next billing cycle following resolution of the request or 30 days, whichever is earlier. Credits for service will be issued no later than the next billing cycle following the determination that a credit is warranted.
5. **Individual Rights.** Contractor shall not deny service, deny access, or otherwise discriminate against citizens on the basis of race, color, religion, national origin, sex, age, or disability. Contractor shall comply at all times with all other applicable federal, state, and local laws and regulations, and as amended from time to time, relating to nondiscrimination.
6. **Equal Opportunity.** Contractor shall strictly adhere to applicable equal employment opportunity requirements of federal, state, and local regulations as amended from time to time.

7. **Protection of Privacy.** Except as provided in herein, Contractor shall not disclose personally identifiable information concerning any customer without the prior written or electronic consent of the customer concerned. Contractor may disclose such information if the disclosure is: (a) necessary to render or conduct a legitimate business activity related to Services provided by the Contractor to the customer; or (b) made pursuant to a court order authorizing such disclosure, if the customer is notified of such order by the person to whom the order is directed.

8. **Collection Matters.** Contractor shall establish a procedure for addressing delinquent accounts and shall be solely responsible for courteous resolution of any collection matters. The Contractor shall be permitted to pick up the Solid Waste Cart, Recycling Cart and Green Waste Cart from any Residential Service Unit for which fees for service have become delinquent by more than 60 days after the first notice of delinquency by the Contractor to the customer. The Contractor shall not receive any payment from the Town on account of excessive delinquencies.

B. **Recycling Facilities Processing and Marketing Services.** Contractor shall submit a monthly bill on or before the 15th day of each month to the Town for all services performed during the immediate prior calendar month. Contractor shall ensure that each bill (1) describes services provided to the Town, (2) includes all charges for the prior month, and (3) includes any other information the Town requests. Contractor shall bill Town in accordance with the Rate Structure established in Exhibit A and as may subsequently be adjusted as set forth in this Agreement.

14.2 Town Payment to Contractor.

A. **Town Facility Solid Waste Collection Services.** Town shall pay Contractor for Town Facility Solid Waste Collection Services at the rates set forth in Exhibit A in an amount equal to the Town's authorized Town Facility Solid Waste Collection Services minus any disputed amounts and minus any liquidated damages.

B. **Town Facility Recycling Collection Services.** Town shall pay Contractor for Town Facility Recycling Collection Services at the rates set forth in Exhibit A in an amount equal to Town's authorized Town Facility Recycling Collection Services minus any disputed amounts and minus any liquidated damages.

14.3 **Payment for Variance: Inspections.** For the duration of this Agreement, Contractor shall be solely responsible for the costs associated with the request for and issuance of a variance by the Maricopa County Environmental Services Division with respect to services to be provided pursuant to this Agreement. Contractor shall also be responsible for conducting any inspections required as a condition upon the Town's variance. Contractor shall provide the Town with (A) quarterly reports detailing the inspections completed and (B) other such information or reports as may be requested by the Town from time to time to comply with the requirements of the variance.

14.4 **Annual Rate Adjustments.** All costs proposed shall remain fixed from the execution of this Agreement through January 15, 2029. No cost increase shall be permitted during this period. Beginning after January 15, 2029, the Contractor may request an annual rate adjustment by submitting a written request with supporting documentation to the Town no later than three hundred sixty-five (365) calendar days prior to the effective date of the requested adjustment. Failure to submit a request within this time frame shall constitute a waiver of the adjustment for that contract year.

All rate adjustment requests shall be calculated using the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for the Phoenix–Mesa–Scottsdale area, based on the July-to-July period immediately preceding the requested adjustment, and documented changes in landfill waste processing fees (“tipping fees”). Any request based on tipping fees must include supporting documentation and a calculation showing how the change would translate into an overall percentage adjustment across the customer base. Any approved rate adjustment shall not exceed five percent (5%) per year, regardless of CPI-U, tipping fees, or any other factor. No other index or methodology shall be permitted.

15 Public Education Activities.

- 15.1** Contractor shall provide the following services associated with public education notices at no cost to the Town or the customer. Contractor will at no time place public education notices inside customers' mailboxes. Contractor shall not distribute any public education notices to Residential Service Units within the Service Area without written approval from Contract Administrator.

16 Development, Printing and Distribution of Improper Set-out Notice.

- 16.1** Contractor shall develop, print and distribute, at Contractor's own expense, an improper set-out notice. The improper set-out notice shall be approved by the Town and shall include one original with two copies. The improper set-out notice shall include (A) the date (B) reason for non-collection and (C) Contractor's customer service telephone number and (D) any other information the Town requests. Contractor shall attach the original improper set-out notice via a non-adhesive means to the handle of the Cart. Contractor shall take a digital photo of set-out that receives an improper set-out notice. Contractor shall maintain copies of improper set-out notices and digital photos in a format that enables Contractor to immediately retrieve a requested notice or photo by address. Contractor shall provide a monthly report of improper set-out notices as set forth in this Agreement.

17 Ownership of Solid Waste and Recyclable Materials.

- 17.1** Title to Solid Waste, including Bulk Waste, shall pass to the Contractor once the Contractor takes possession of the materials at the Residential Service Unit. Title to Recyclable Materials shall remain with the Town until the Recyclable Materials are processed and sold. The risk of loss to the Recyclable Materials shall pass to Contractor at the time they are picked up by the Contractor. After the risk of loss passes to Contractor, if any Recyclable Materials are lost, damaged or scavenged, Contractor shall be liable to the Town for that sum of funds that would have been paid to the Town in accordance with the provisions of this Agreement. Title to and liability for Hazardous Waste shall at no time pass to the Town or the Contractor and shall, at all times, remain with the generator of the Hazardous Waste.

18 Liquidated Damages.

- 18.1 Damages.** Contractor understands that if Contractor does not timely perform its obligations pursuant to the terms of this Agreement, Town will suffer damages which are difficult to determine and adequately specify. The acts or omissions set forth in this Section 18 shall be considered a breach of the Contract. The Contractor shall be liable for liquidated damages amount(s) upon determination

of the Town that performance has not occurred consistent with the provisions of the Agreement. The Town shall notify the Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the Town. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint. The Contractor agrees, in addition to any other remedies available to the Town, that the Town may deduct the full amount of any damages from any payment due to the Contractor. The remedy available to the Town under this paragraph shall be in addition to all other remedies which the Town may have under law or at equity.

- 18.2 Missed Collection.** \$25 for each Missed Collection above two misses per Collection Day, to be assessed at the end of each Collection month. A Missed Collection occurs when (A) a resident reports that their material was set at the curb by 6:00 AM, Local Time and was not collected (B) the address was not reported by the Contractor as a late set-out or an improper set-out. Contractor may dispute the designation as a Missed Collection to the Contract Administrator. In the case of a dispute, the Contract Administrator's determination shall be final as to whether a set-out is a Missed Collection.
- 18.3 Missed Block.** \$250 for each incident of the Contractor failing to pick up material on a block. A Missed Block occurs when one side of a street between cross streets or an entire cul-de-sac where residents from at least three households on that street report that they had their material out before 6:00 AM, Local Time the material was not picked up, the material was properly sorted and the address was not reported by the Contractor as a late set-out. Contractor may dispute the designation as a Missed Block to the Contract Administrator. In the case of a dispute, the Contract Administrator's determination shall be final as to whether a block is a Missed Block.
- 18.4 Less than Majority Collected.** \$2,500 for each incident for failure to complete a majority (50%) of the Collections on a given day.
- 18.5 Failed Spill Clean-up.** \$250 for each incident for failure to clean up material spilled or littered by Contractor within six hours of verbal or written notification.
- 18.6 Failed Vehicle Maintenance.** \$100 for each incident for failure to maintain vehicle in manner which prevents nuisances such as leaky seals or hydraulics.
- 18.7 Failed Correction of Missed Collection.** \$250 for each incident for failure or neglect to collect materials from a Missed Collection location within the amount of time specified in this Agreement.
- 18.8 Failed Cart Maintenance.** \$100 for each incident for failure to maintain Carts or Containers in proper working order ten days after notice has been provided by the Town.
- 18.9 Fail to Timely Complete Reports.** \$250 for each incident for failure to timely provide a complete monthly or annual report.
- 18.10 Failure to Return Carts.** \$100 for each incident for failure to return Carts or Containers to their original locations after collection. For the purposes of this

subsection, "original location" shall mean within ten feet of the location at which the Cart was placed immediately prior to the Contractor picking it up for service. Contractor shall not be penalized for any Carts returned to their original location which are subsequently moved by a third party.

18.11 Failure to Provide Updated Maps. \$50 per day for each day beyond 30 days after change in routing for failure to provide updated route maps to Town after change in routing.

18.12 Failure to leave Education Tag. \$100 for each incident for failure to leave an education tag when material that is inappropriately prepared is not collected.

18.13 Failure to Label. \$100 for each incident for distributing Carts without labels that include text and graphics depicting what materials may be placed in the containers.

18.14 Failed Customer Complaint Response. \$100 per Business Day thereafter per incident for failure to respond to any customer complaint received by the close of the following Business Day

18.15 Failure to Document Customer Complaints. \$50 per Business Day thereafter per incident for failure to provide the Town with the required resolved customer complaint documentation upon request of the Town.

18.16 Failure to Accept Materials. \$3,000 for each day for failure to be able to accept materials on any day after the date upon which service begins on which materials are to be collected.

18.17 Failed Reject Handling. \$500 for each occurrence for failure to handle Rejects in accordance with this Agreement.

18.18 Failure to Meet Residue Allowance. For Failure to meet annual Residue Allowance in accordance with this Agreement: (A) \$500 for 0.01% to 5.00% over the Residue Allowance; (B) \$1,000 for 5.01% to 10.00% over the Residue Allowance; (C) \$1,500 for each 10.01% to 15.00% over the Residue Allowance; (D) \$2,000 for 15.01% to 20.00% over the Residue Allowance; and (E) \$2,500 for 20.01% or more over the Residue Allowance.

18.19 Exceptions: For the purposes of this Agreement, the Contractor shall not be deemed to be liable for penalties where its inability to perform Collection Service is the result of conditions of Force Majeure as set forth in Section 25 of this Agreement, inclement weather severe enough that trucks cannot safely take Collections, provided however, that the Contractor shall obtain the approval for the delay from the Town prior to 3:00 PM, Local Time of the scheduled Collection day.

19 Payment Withheld.

In addition to express provisions elsewhere contained in this Agreement, Town may withhold from any payment otherwise due the Contractor such amount as determined necessary to protect the Town's interests on account of: (i) Unsatisfactory progress of the work not caused by condition beyond Contractor's control; (ii) Defective work not corrected;

(iii) Contractor's failure to carry out instructions or orders of the Town or its representative; (iv) A reasonable doubt that the Agreement can be completed for the balance then unpaid; (v) Execution of work not in accordance with the Agreement; (vi) Claim filed by or against Contractor or reasonable evidence indicating problem filing of claims; (vii) Failure of Contractor to make payments to any subcontractor for material or labor; (viii) Damage to another contractor; (ix) Unsafe working conditions allowed to persist by Contractor; (x) Failure of Contractor to provide required reports and other reports as required by Town; (xi) Use of any subcontractors without the Town's prior, written approval; or (xii) Failure of Contractor to provide accurate invoices and supporting data as describe elsewhere in this agreement. When the foregoing defaults have been cured, payment shall be made for amounts withheld because of them and the Town shall never be liable for interest on any delayed or late payment. The Town's right to withhold payments under this Section will be reasonable in light of the nature of the claims and the amount of available insurance and performance bonds pursuant to this Agreement.

20 Performance Guaranty.

Contractor shall furnish the Town with a Performance Bond covering faithful performance of this Agreement. The bond shall be submitted within 45 days following the Effective Date, but in no event later than the Commencement Date. The Bond shall be in the amount of three million (\$3,000,000) dollars and in the form approved by the Town Attorney. The term of the Bond shall be not less than one year beginning on the Commencement Date. The Contractor shall furnish the Town with a renewal of the Bond for an additional term of not less than one year from the expiration date of the Bond then in effect for each year this Agreement is in effect. The renewal of the Bond shall be submitted at least 30 days prior to the expiration date of the Bond then in effect. Notwithstanding the foregoing, the Surety shall not be obligated to renew the Performance Bond for any successive year. Non-renewal shall not be construed as a default by the Contractor under the bond and shall not be actionable under any bond provided. The Performance Bond shall be limited to one and only one surety which shall be issued by a Surety Company authorized to do business in the State of Arizona and have A.M. Best rating of "A" or better and the "T" Underwriting limitation is not exceeded by this Bond.

21 Taxes.

Contractor shall be responsible for and shall pay all sales, consumer, use and other taxes. When equipment, materials or supplies generally taxable to the Contractor are eligible for a tax exemption due to the nature of the item, Contractor shall assist Town in applying for and obtaining such tax credits and exemptions which shall be paid or credited to Town.

22 Compliance with Laws and Regulations.

The Contractor 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 Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services including the following: (i) existing and future Town and County ordinances and regulations, (ii) existing and future State and Federal laws, (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards, (iv) applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement and (v) requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

23 Town Inspection Rights.

- 23.1 Town's Right to Inspect Records, Books, Data and Documents.** The Town or any of its duly authorized representatives shall have access, within 24 hours of notification, to all books, records, data and documents of the Contractor related to the services provided under this Agreement for inspection and audit, at Town's expense. Additionally, the Contractor shall give the Town written notice of any other professional relationships it enters into with the Town or any of its agencies or component units during the period of this Agreement.
- 23.2 Town's Rights to Inspect Facilities and Equipment.** The Town or any of its duly authorized representatives shall have access, within 24 hours of notification, to inspect Contractor's facilities, including the Disposal Facility and Recycling Facility if operated by the Contractor, and equipment and perform such inspections, as Town deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Town shall conduct the inspection of facilities and equipment during hours of operation. Contractor shall make available to Town all reasonable facilities and assistance to facilitate the performance of inspections by Town's representatives.

24 Dispute Resolution.

- 24.1 Interpretation of Agreement.** Except as provided otherwise in this Agreement and to the extent permitted by law, the Contract Administrator shall be responsible for interpreting this Agreement to resolve disputes that may arise hereunder. The parties agree that any decision rendered by the Contract Administrator in connection with such matters shall be final and binding upon Contractor, the customer and the Town.
- 24.2 Definition of Claim.** As used herein "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of the Agreement terms, or other relief, arising under or relating to this Agreement. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this subsection. However, where the submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim for the purpose of this subsection. A claim by the Contractor shall be made in writing and submitted to the Contract Administrator. When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Contract Administrator. The written request shall set forth all the facts surrounding the controversy.
- 24.3 Process for Dispute Resolution.** In connection with any claim under this clause, the Contractor, at the discretion of the Contract Administrator, may be afforded an opportunity to be heard and to offer evidence in support of its claim. The Contract Administrator shall render a written decision on all claims within 30 Business Days of receipt of the Contractor's written claim, unless the Contract Administrator determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within 30 calendar days, the Contract Administrator shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. Pending resolution of a claim, the Contractor shall

proceed diligently with the performance of the Agreement in accordance with subsection 24.4 below.

24.4 Operations during Dispute. In the event that any dispute arises between Town and Contractor relating to this Agreement performance or compensation hereunder, Contractor shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the Town, regardless of such dispute. The Contractor expressly recognizes the paramount right and duty of Town to provide adequate services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with Town in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute shall present the matter to mediation before a mediator of the parties' choosing. If mediation fails, Contractor shall present the matter to a court in Arizona. Notwithstanding the other provisions in this subsection, Town reserves the right to terminate this Agreement at any time whenever the service provided by Contractor fails to meet reasonable standards of the trade, after Town provides written notice to Contractor pursuant to Section 28 of this Agreement. Upon termination, Town may call the performance bond and apply the cash and surety bond for the cost of service in excess of that charged to Town by the firm engaged for the balance of the Agreement period.

25 Force Majeure.

Except for any payment obligation by either party, if the Town or Contractor is unable to perform or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the Town or Contractor to correct the adverse effect of such event of force majeure. An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the Town or Contractor from performing any of its obligations (other than payment obligations) under this Agreement: acts of God, tornadoes, hurricanes, floods, sinkholes, fires and explosions (except those caused by negligence of Contractor, its agents and assigns), landslides, earthquakes, epidemics, quarantine, pestilence and extremely abnormal and excessively inclement weather, acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances or national or international calamities, suspension, termination or interruption of utilities necessary to the operation of either the Disposal Facility or the Recycling Facility. In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure.

26 Indemnification.

To the fullest extent permitted by law, the Contractor, as indemnitor, shall indemnify, defend and hold Town, its officers, officials, employees, agents and volunteers ("Indemnitees") harmless from and against any and all liability, claims, losses, suits, actions, damages and expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation (collectively "Claims")) for any personal injury, bodily injury, loss of life or loss or damage to property or any violation of any Federal, state or local law or ordinance or other cause related to or arising out of Contractor's performance of its obligations pursuant to the terms of this

Agreement, caused, in whole or in part by the negligent or intentional acts or omissions of Contractors, its owners, officers, directors, employees, subcontractors or agents or in the performance of this Agreement. This indemnity includes any claim or amount arising out of or recovered under the Workers Compensation Law or arising out of the failure of indemnitor to conform to any Federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnitee shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Indemnitor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation defense and judgment costs where this indemnification is applicable. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

27 Insurance.

27.1 General.

- A. Insurer Qualifications.** Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with standard policies and ISO. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.
- B. No Representation of Coverage Adequacy.** By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review ACORD form certificates of insurance and/or applicable blanket-form endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured.** All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term.** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.
- E. Primary Insurance.** Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured. The Town's insurance shall be noncontributory. A waiver of subrogation shall apply against the Town.
- F. Waiver.** All policies, except for Professional Liability, if applicable, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor.

Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written blanket-form endorsement thereto.

- G. Policy Deductibles and/or Self-Insured Retentions.** The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- H. Use of Subcontractors.** If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- I. Evidence of Insurance.** Prior to commencing any work or services under this Agreement, Contractor will provide the Town with suitable evidence of insurance in the form of ACORD certificates of insurance, issued by Contractor's insurance insurer(s) as evidence that policies are placed with insurers rated A-VIII (or higher) by AM. Best as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The Town shall reasonably rely upon the certificates of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the Town's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates to the Town 15 days prior to the expiration date. All certificates of insurance shall be identified by referencing the RFP number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance shall specifically include the following provisions:
 - 1. The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - a. Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.
 - b. Auto Liability - Under ISO Form DA-9U74C or equivalent.
 - 2. Contractor's insurance shall be primary Insurance as respects performance of the Agreement.
 - 3. All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

4. A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

27.2 Required Insurance Coverage.

- A. **Commercial General Liability.** Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$5,000,000 Products and Completed Operations Annual Aggregate and a \$5,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 0413 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 0413, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- B. **Vehicle Liability.** Contractor shall maintain Business Automobile Liability insurance with a limit of \$2,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "I" "any auto" policy form CA 00 01 1013 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA DA-9U74C or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- 27.3 **Workers' Compensation Insurance.** Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

- 27.4 **Cancellation and Expiration Notice.** Insurance required herein shall not be canceled, or materially changed without 30 calendar days prior, written notice to the Town, other than Workers' Compensation.

28 Termination; Cancellation.

28.1 By the Town for Cause. In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of Contractor which has not been remedied within 30 days after receipt of written notice from the Town specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within 30 days, provided that the Contractor has undertaken the cure within such 30 days and proceeds diligently thereafter to cure in an expeditious manner; provided further that such cure period shall not exceed 90 days), the Town, may if such breach or default is continuing, terminate this Agreement upon written notice to the Contractor. The following events shall, without limitation, constitute a Material Breach or a Material Default by Contractor for purposes of this Section: (i) contractor shall abandon as hereinafter defined, the performance of Collection Services for a period of five consecutive calendar days unless caused by event of Force Majeure. As used herein, the term "abandon" shall refer to voluntary cessation of performance of Collection Service or operation of the Disposal Facility or Recycling Facility; (ii) the failure of Contractor to process Recyclable Materials for a period of five consecutive calendar days at any time after the Commencement Date; (iii) if the Contractor's hazardous substance contingency plan as required by this Agreement hereof shall fail to comply with all Federal and State regulations regarding the handling of hazardous waste; (iv) the failure of Contractor to pay amounts owed to the Town under the terms of this Agreement within 14 calendar days after such amounts become finally due and payable; (v) if Contractor shall be not paying its debts when they become due; shall have filed, or consented by answer or otherwise to the following against it of, a petition for relief or reorganization and bankruptcy or insolvency law of any jurisdiction; shall make an assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency law; shall consent to the appointment of custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; shall be adjudicated insolvent or shall take corporate action for the purpose of any of the foregoing; and (vi) the default by Contractor with respect to any obligation to any third party pertaining to the Contractor or to Collection Services, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of the Contractor, to assume control of the Contractor or take possession of or to transfer or caused to be transferred to any third party any portion of the assets of the Contractor, but only if such default materially interferes with or prevents Contractor's performance under the terms of this Agreement.

A. Failure to Cure. If the Contractor shall fail to cure its Breach or Default as specified in this Section, the Town may terminate this Agreement upon ten days written notice. In such case, the Contractor shall not be entitled to receive further payment for services rendered from the effective date of the notice of termination.

B. Notice of Termination. Upon receipt of Notice of Termination, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise, deliver or otherwise make available to Town all data, drawings, specifications, reports, estimates, summaries, such other information as may have been required under the terms of Agreement whether completed or in process.

C. Town's Right to Mitigate. In addition, Town may enter into a separate contract for the completion of the Agreement, according to its terms and provisions, or use such

other methods as in Town's sole opinion shall be required for the completion of the Agreement. All damages, costs and charges incurred by Town, together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Town the amount of such excess.

D. Contractor Not in Breach. If after Notice of Termination it is determined for any reason that Contractor was not in Breach or Default, then the rights and obligations of the Town and the Contractor shall be the same as if the Notice of Termination had not been issued pursuant to the termination for cause clause as set forth in paragraph 1 of this Section.

28.2 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause 120 days after receipt by Contractor of written notice by the Town. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the Town to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the Town's election to terminate this contract in whole or in part for its convenience.

28.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

28.4 Due to Financial Insolvency. The Company represents and warrants that it is financially solvent as of the Effective Date of this Agreement. The Company shall notify the Customer in writing no less than sixty (60) days prior to any actual or reasonably foreseeable financial insolvency. Such notice obligation applies upon the Company's knowledge of circumstances that would reasonably be expected to result in insolvency, including but not limited to material liquidity issues, default on debt obligations, or the intent to seek protection under any bankruptcy, insolvency, or similar law.

28.5 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any Town or a contractor to any other party of the Agreement with respect to the subject matter of the Agreement.

28.6 Gratuities. The Town may, by written notice to the Contractor, cancel this

Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is cancelled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to 150% of the gratuity.

- 28.7 Agreement Subject to Appropriation.** The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Contractor shall be relieved of any subsequent obligation under this Agreement.
- 28.8 By Contractor For Cause.** In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of Town which has not been remedied within 30 days after receipt of written notice from the Contractor specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within 30 days, provided that the Town has undertaken the cure within such 30 days and proceeds diligently thereafter to cure in an expeditious manner), the Contractor, may if such breach or default is continuing, terminate this Agreement upon written notice to the Town. The following events shall, without limitation, constitute a Material Breach or a Material Default by Town for purposes of this Section: (i) The failure of Town to pay amounts owed to the Contractor under the terms of this Agreement within 45 days after such amounts become finally due and payable or (ii) If Town shall have filed, or consented by answer or otherwise to the following against it of, a petition for relief or reorganization and bankruptcy or insolvency law of any jurisdiction; shall make an assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency law; shall consent to the appointment of custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; shall be adjudicated insolvent or shall take official action for the purpose of any of the foregoing.
- A. Failure to Cure.** If Town shall fail to cure its Breach or Default as specified in subsection 28.7 hereof, the Contractor may terminate this Agreement upon ten days written notice. In such case, the Town shall not be entitled to receive further payment from the Contractor from the effective date of the Notice of Termination.
- B. Damages.** All damages, costs and charges incurred by Contractor, together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to Town. In case the damages and expenses so incurred by Contractor shall exceed the unpaid balance, then Town shall be liable and shall pay to Contractor the amount of such excess.

29 Miscellaneous.

- 29.1 Survival.** Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.
- 29.2 Records.** Contractor shall provide the Town with a complete customer service data file semi-annually and provide a final updated file within 30 days of contract termination or expiration. Contractor shall maintain this data in a standard format (Excel/CSV).
- 29.3 Further Assurance.** Contractor and Town agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.
- 29.4 Time of the Essence** For purposes herein, the parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.
- 29.5 Captions and Section Headings.** Captions and section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.
- 29.6 No Waiver.** No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- 29.7 Exhibits.** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated into this Agreement by reference.
- 29.8 Independent Contractor.** Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.
- 29.9 Amendments.** This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and

the Contractor.

- 29.10 Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.
- 29.11 Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect by a Court of competent jurisdiction, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action remain in full force and effect.
- 29.12 Entire Agreement; Interpretation; Parol Evidence.** This Agreement represents the entire agreement of the parties with respect to its subject matter and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of and entry into this Agreement.
- 29.13 Assignment.** No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 29.14 Subcontracts.** This Agreement and any permits required for performance of the Agreement may not be assigned, subcontracted, conveyed, or otherwise disposed of without the prior, written approval of the Town, which will not be unreasonably withheld. No such assignment or subcontracting shall relieve Contractor of its liability under this Agreement. In the event Contractor elects to use any subcontractors, this does not relieve Contractor from any prime responsibility of full and complete satisfactory and acceptable performance under any awarded Agreement. However, the Agreement may be assigned for the purpose of financing after notification of the terms of such assignment to the Town Manager or authorized designee.

- 29.15 Rights and Remedies.** No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.
- 29.16 Attorneys' Fees.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.
- 29.17 Liens.** All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.
- 29.18 Offset.**
- A. Offset for Damages.** In addition to all other remedies at law or equity, the Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.
 - B. Offset for Delinquent Fees or Taxes.** The Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.
- 29.19 Notices and Requests** Unless a specific time frame for notice is otherwise specifically set forth in this Agreement (including, but not limited to Subsections 5.3, 5.4, 6.1, 9.4, 23.1, 25 and 29.21), 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: (A) delivered to the party at the address set forth below; (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below; (C) given to a recognized and reputable overnight delivery service, to the address set forth below ;or (D) delivered by e-mail transmission, with receipt confirmation, to the e-mail 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 Contractor:

Universal Waste Systems, Inc.
3612 S. 36th St.
Phoenix, Arizona 85040
Attn: General Counsel

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 (A) when delivered to the party, (B) three Business Days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) 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, or (D) when received by facsimile transmission during the normal business hours of the recipient. 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.

29.20 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

29.21 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 29.22 below (all 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 (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 29.22 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor 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 Contractor pursuant to this Agreement. Contractor 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 subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

- 29.22 E-verify Requirements.** To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all Federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's 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.
- 29.23 Scrutinized Business Operations.** Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the Town determines that the Contractor submitted a false certification, the Town may impose remedies as provided by law including terminating this Agreement pursuant to subsection 28.1 above.
- 29.24 Conflicting Terms.** In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.
- 29.25 Applicable Law; Venue.** This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona, Maricopa County.
- 29.26 Israel.** Contractor certifies that it is not currently engaged in and agree 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.
- 29.27 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.

[Signatures on following page]

"Town"

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

FOR THE TOWN OF FOUNTAIN HILLS:

Town Manager

ATTESTED TO:

Town Clerk



APPROVED AS TO FORM:

Town Attorney

FOR THE CONTRACTOR:

By

Name

Title:



Matt Blackburn, VP

EXHIBIT A
TO
SOLID WASTER SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
UNIVERSAL WASTE SYSTEMS, INC

[Contractor's Proposal]

See following pages.



Town of Fountain Hills
Admin-Procurement
Robert Durham, Procurement Administrator
16705 E. Avenue of the Fountains, Fountain Hills, AZ 85268

[UNIVERSAL WASTE SYSTEMS INC] RESPONSE DOCUMENT REPORT

RFP No. RFP-2025-008

Town Wide Solid Waste and Recycling

RESPONSE DEADLINE: November 12, 2025 at 5:00 pm

Report Generated: Thursday, December 18, 2025

Universal Waste Systems Inc Response

CONTACT INFORMATION

Company:

Universal Waste Systems Inc

Email:

ryanodonnell@uwscompany.com

Contact:

Ryan O'Donnell

Address:

3612 S. 36th St.
3612 S. 36th St.
Phoenix, AZ 85040

Phone:

N/A

Website:

www.uwscompany.com

Submission Date:

Nov 12, 2025 1:27 PM (Mountain Time - Arizona)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Nov 10, 2025 2:29 PM by Ryan O'Donnell
Addendum #2
Confirmed Nov 10, 2025 2:30 PM by Ryan O'Donnell

QUESTIONNAIRE

1. Certification
By confirming questions under this section, the Vendor certifies:

NO COLLUSION*
Pass
The submission of the Proposal did not involve collusion or other anti-competitive practices.
Confirmed

NO DISCRIMINATION*
Pass
It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
Confirmed

NO GRATUITY*
Pass

[UNIVERSAL WASTE SYSTEMS INC] RESPONSE DOCUMENT REPORT
RFP No. RFP-2025-008
Town Wide Solid Waste and Recycling

It 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 Town employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the Town Manager, Assistant Town Managers, Department Heads, and other Town staff. All contact must be addressed to the Town's Procurement Agent, except for questions submitted as set forth in Subsection 1.4 (Inquiries), above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

Confirmed

FINANCIAL STABILITY*

Pass

It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

Confirmed

NO SIGNATURE/FALSE OR MISLEADING STATEMENT*

Pass

The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the Proposal and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

Confirmed

PROFESSIONAL SERVICES AGREEMENT*

Pass

In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

Confirmed

REFERENCE CHECKS*
Pass

References will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the Town's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the Town to verify references shall result in the Proposal being considered non-responsive.

Confirmed

2. Vendor Proposal

GENERAL INFORMATION*
Pass

- A. Letter of Intent. One page cover letter shall include the following statements:
- a. "Proposal is binding offer for a 180 calendar day period from the opening date as specified in this RFP."
 - b. "The information contained in this Proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the Town, are true, accurate and complete to the Proposer's knowledge. This Proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the Town as to any materials facts."
 - c. Statement of Organization. Proposers are permitted to supply additional information that will assist the Town in understanding the legal organization of the Proposer. Include the legal name, address, identification number and legal form of the Proposer (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the Proposer is a wholly owned subsidiary of another company, identify the parent company.

COI_for_The_City_of_Fountain_Hills.pdf

UWS_Prequalification_Letter_Executed_11.6.25_Town_of_Fountain_Hills.pdf
Fountain_Hills_2.1.1.pdf

EXPERIENCE AND QUALIFICATIONS OF THE VENDOR*
Pass

- A. Proposers are permitted to supply additional information that will assist the Town in understanding the Proposer's experience. Key Personnel. Proposer shall provide an organization chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to the transition team and to the ongoing management of the Services provided under the Agreement. For positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time each individual will be dedicated to work on the Agreement. Provide resumes, names and phone numbers of municipal references of the key proposed management team members. At a minimum, key personnel shall include general manager, operations manager and maintenance manager or other personnel that will have regular contact with the Town.
- Statement of Independence. The Proposer shall list and describe the Proposer's or the Proposer's subcontractor's professional relationships involving the Town or any of its agencies or component units for the past five years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP.
- Disclosure of Preclusion from Participating in Public Procurement. 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 Proposer shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Proposer shall include a letter with its Proposal setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment.
- If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- Litigation, Regulatory Actions and Liquidated Damages History. Proposer shall describe all past and pending civil, legal,

regulatory and criminal actions in which \$2,500 or more was initially sought or ultimately obtained, that: (a) are (i) now pending or which have occurred in the past five years, (ii) against key personnel, Proposer, Proposer's subcontractors and all subsidiaries owned by Proposer and (iii) related to the scope of work described by this RFP and occurring within Arizona, New Mexico, California, Nevada, Utah or Colorado; or (b) involve a governmental entity as a party.

Compliance Records. In addition to the compliance information provided in response to other sections of this RFP, Proposer shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices or other forms of permit violation/non-compliance documentation that the Proposer and Proposer's subcontractors received in the past five years from public agencies for vehicles and other equipment and vehicle staging, maintenance, processing, green waste processing, transfer and disposal facilities in Arizona, which are owned or operated by the Proposer, Proposer's subcontractors, or Proposer's parent company and subsidiaries. In addition, provide a statement disclosing any and all fines, penalties, settlements, or damages of any kind paid by Proposer, Proposer's subcontractors, Proposer's parent company and subsidiaries, to public agencies in the past five years.

Fountain_Hills_2.2.pdf
Litigation_History.pdf

KEY POSITIONS*

Pass

- A. Identify each key personnel member that will render services to the Town including title and relevant experience required, including the proposed project manager and project staff.
- B. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the Town.
- C. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.
- D. Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.

Fountain_Hills_2.3.pdf

PROJECT APPROACH*
Pass

- o Christmas Tree disposal
- o Other a-la-carte services proposed

WCoFAZ_Universal_Waste_Systems_-_Trash_Landfill_Processing_Town_of_Fountain_Hills.pdf
Fountain_Hills_2.4_.pdf
Salt_River_Landfill_Letter_of_intent.pdf

PROJECT SCHEDULE*
Pass

Provide a project schedule showing key project milestones and deliverables. The schedule shall demonstrate Vendor's ability to meet the designated milestones as listed below. Assumptions used in developing the schedule shall be identified and at a minimum the proposed schedule shall include the following dates, if applicable.

- A. Proposed Kick-Off Meeting
- B. Phase I Report (Progress update)
- C. Phase II Report (Progress update II)
- D. Phase II Implementation Start Date
- E. Implementation update(s)

Fountain_Hills_2.5.pdf

PRICING: ATTACHMENTS C THROUGH J; ADD ANY OTHER A-LA-CARTE SERVICE AND PRICING *
Pass

[UNIVERSAL WASTE SYSTEMS INC] RESPONSE DOCUMENT REPORT

RFP No. RFP-2025-008

Town Wide Solid Waste and Recycling

C_SW_Res_fillable.pdf
D_SW_NO_REC_fillable.pdf
E_SW_Res_2_fillable.pdf
F_Green_Waste_Res.pdf
G_REC_Res_and_Town.pdf
H_REC_Drop_Off.pdf
I_SW_Spec_Events_fillable.pdf
J_SW_Spec_Events_2_fillable.pdf

W-9

Pass

Fountain_Hills_W9_signed.pdf

PERFORMANCE GUARANTY*

Pass

Contractor shall furnish the Town with a Performance Bond covering faithful performance of this Agreement. The bond shall be submitted within 45 days following the Effective Date, but in no event later than the Commencement Date. The Bond shall be in an amount not less than annual value of this Agreement and in the form approved by the Town Attorney. The term of the Bond shall be not less than one year beginning on the Commencement Date. The Contractor shall furnish the Town with a renewal of the Bond for an additional term of not less than one year from the expiration date of the Bond then in effect for each year this Agreement is in effect. The renewal of the Bond shall be submitted at least 30 days prior to the expiration date of the Bond then in effect.

Notwithstanding the foregoing, the Surety shall not be obligated to renew the Performance Bond for any successive year. Non-renewal shall not be construed as a default by the Contractor under the bond and shall not be actionable under any bond provided. The Performance Bond shall be limited to one and only one surety which shall be issued by a Surety Company authorized to do business in the 27 State of Arizona and have A.M. Best rating of "A" or better and the "T" Underwriting limitation is not exceeded by this Bond.

Yes

[UNIVERSAL WASTE SYSTEMS INC] RESPONSE DOCUMENT REPORT

Request for Proposals - Town Wide Solid Waste and Recycling

Page 8

[UNIVERSAL WASTE SYSTEMS INC] RESPONSE DOCUMENT REPORT
RFP No. RFP-2025-008
Town Wide Solid Waste and Recycling

SUBMISSION CONTAINS CONFIDENTIAL INFORMATION?*

Pass

Please clearly identify any confidential information.

Yes



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N. Brand Blvd. Suite 100 Glendale CA 91203	CONTACT NAME: Erin Viker
	PHONE (A/C, No, Ext): 877-730-1222 FAX (A/C, No): 805-545-8224
INSURED Universal Waste Systems Inc 9016 Norwalk Boulevard Santa Fe Springs, CA 90670	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
License#: 0D69293 UNIWAS-04	INSURER A: National Interstate Insurance Company NAIC # 32620
	INSURER B: Vanliner Insurance Company NAIC # 21172
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 728917648

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			LJG 8310012 00	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			WAR 8310012-08	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WRW 8310012-06	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage Only

CERTIFICATE HOLDER

CANCELLATION

City of Fountain Hills 16705 E. Avenue of the Fountains Fountain Hills, AZ 85268	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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RLI Insurance Company

Los Angeles Commercial Surety Office | 801 S. Figueroa Street, Ste. 900 | Los Angeles, CA 90017
P: (213) 287-2035 | C: (818) 470-0500 | www.rli.com

November 6, 2025

TOWN OF FOUNTAIN HILLS
ADMIN-PROCUREMENT
16705 E. AVENUE OF THE FOUNTAINS
FOUNTAIN HILLS, AZ 85268

Re: Universal Waste Systems, Inc. – Request for Proposal (RFP) #RFP-2025-08
Town Wide Solid Waste and Recycling

To Whom It May Concern:

Please be advised that RLI Insurance Company (rated A+ by AM Best) is the surety for Universal Waste Systems, Inc. RLI Insurance Company is licensed to transact surety in all fifty states and is listed as an acceptable surety in the United States Department of Treasury Circular 570.

Universal Waste Systems, Inc. has been an RLI Insurance Company surety client for seven years with a single bond limit of \$15 million and an aggregate bonding capacity of \$25 million so we do not anticipate any issue with supporting the 100% performance and payment bonds for this RFP.

However, issuance of performance and payment bonds is a matter between Universal Waste Systems, Inc. and RLI Insurance Company and will be subject to review and approval of the contract terms and conditions, the bond forms, confirmation of adequate project funding, and the application of such other underwriting criteria as may be pertinent at the time such bonds are requested. We assume no liability to you or to third parties if for any reason we do not execute said bonds.

If we can provide further assurances or assistance, please do not hesitate to call upon us.

Sincerely,

RLI Insurance Company

By:

Alicia Grumbles, Attorney-in-Fact



DIFFERENT WORKS

Universal Waste Systems, Inc.
City of Fountain Hills- (RFP 2025-008)
Town Wide Solid Waste and Recycling
November 12, 2025

Section 2.1: General Information

- A.** This proposal is binding offer for a 180-calendar day period from the opening date as specified in this RFP”
- B.** “The information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the Town, are true, accurate and complete to UWS knowledge. This proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the Town as to any material facts.
- C.** Universal Waste Systems Inc., (UWS) is a family-owned privately held company established in 1986 providing waste management services to communities throughout Southern California, Arizona, New Mexico, Kansas, and Missouri. We have broad and extensive experience serving residential, commercial and industrial customers in Southern California, Arizona, and New Mexico. Universal Waste Systems Inc. is a California C-Corporation owned and operated by the Blackburn Family, our corporate office is at 9010-9030 Norwalk Blvd., Santa Fe Springs, CA 90670. With 3 facilities in the AZ market in Phoenix, Casa Grande, and Arizona City.

Please be assured that UWS fully understands the service requirements as specified in the Request for Proposal (RFP) document and is fully prepared to implement the service requirements in the agreement.

Beyond affordable service rates that are both responsible as well as extremely competitive, UWS is prepared to demonstrate that all other expectations for service quality, cleanliness of equipment, customer satisfaction, responsible corporate citizenship, creativity, and financial stability will be the service delivered to the customers of the City of Fountain Hills.

We have designated Ryan O'Donnell, UWS Arizona Management Team, as the primary point of contact with the City of Fountain Hills regarding this RFP process. His contact information is below.

On behalf of the Blackburn family and our valued employees, I thank you for the opportunity to propose on the franchise contracts and to be of service to the City of Fountain Hills.

Respectfully Submitted,

Mark Blackburn
President,
Universal Waste Systems, Inc.

Ryan O'Donnell
Arizona Business Development
Universal Waste Systems, Inc.

3612 S. 36th St.
Phoenix, AZ. 85040
Phone: 480-970-1600
ryanodonnell@uwscompany.com

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2.2. Key Personnel / Firm and Staff Qualifications/ Resumes

Mark Blackburn

President and CEO

46 years solid waste industry experience

Mark Blackburn is the company's founder, majority owner, and chief executive officer.

Mark sets the strategic direction for the company. He has piloted the company to new horizons including franchised collection operations, solid waste transfer, material recovery, organics processing, conversion technologies, and new geographic areas (New Mexico and Arizona).

Mark is an innovator who investigates and experiments with new approaches and technologies.

Experience

Mark entered the solid waste industry in 1974 working for his father (Harry Blackburn) at Signal Hill Disposal.

After a 12-year 'apprenticeship' in the industry and in entrepreneurship, Mark and wife Anne struck out on their own and founded Universal Waste Systems, Inc. in 1986.

From one truck and one account, the company now employs 800 employees and operates 450 collection vehicles from 9 locations with over \$200 million in annual revenue.

Matt Blackburn

Executive Vice President

24 years solid waste industry experience

Matt Blackburn is the Executive Vice President and Chief Operating Officer. Matt is responsible for managing day-to-day operations for waste collection and facilities. He also oversees all support services.

Matt is the primary contact for each of the jurisdictions that we serve. He has led jurisdiction transitions for UWS for all contracts since 2007 including all of the franchises listed in our proposal.

Matt will lead our team from transition, planning, through start-up.

Experience



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Matt joined the company working in the dispatch office. Prior to assuming the role of executive vice president in 2015, he had worked in every facet of the business.

24 years solid waste industry experience

Mitch Blackburn

Vice President

20 years solid waste industry experience

Mitch Blackburn is a third generation member of ownership. Mitch has been involved with Universal Waste since his early teenage years learning from ground up each position and the importance of how they come together to make a successful business.

After high school Mitch went to Palomar College in San Marcos California. At Palomar Mitch was a college athlete playing baseball and studying business. After two years Mitch transferred to San Diego State University where he received a full ride athletic scholarship while continuing his studies in business. After college Mitch had a very special opportunity where he was signed professionally to play for the Los Angeles Angels and continue his dreams playing baseball.

Mitch began his full time career with UWS in 2011. Since 2011 Mitch has gone from getting his commercial driver's license and driving routes for the company into operations management. Mitch then took the next step in becoming part of UWSs expansion and moving to New Mexico to run the operation throughout the state. In 2020 Mitch then moved to where he calls home now in Arizona. Mitch works to oversee all operations between three different locations throughout the state. Mitch has helped grow New Mexico and Arizona to over 10 different operations facilities and over 200 employees with his hands on and vast knowledge of time, efficiency, safety and a great work environment to reassure our customers and city contracts get the service we as a company promise.

Mitch, with now over a combined 20 years, and a current Arizona resident will be involved daily with his staff in Phoenix to provide quality service and performance to the City of Fountain Hills.



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Ryan O'Donnell

Arizona Business Development

25 years solid waste industry experience

With 25 years in the waste industry, Ryan brings a wealth of experience, professionalism, and dedication to his role every day. His deep understanding of operations and commitment to customer satisfaction have made him an invaluable part of our team. Ryan is known for his excellent communication skills and strong relationships with customers, city partners, and community programs. He takes pride in ensuring that daily routes run smoothly, safely, and efficiently, always going above and beyond to deliver exceptional service. Ryan's leadership and positive attitude continue to set a high standard for our entire operation.

Brian Schmitz

Operations Manager

20 years solid waste industry experience

With 20 years of experience in operations management, Brian has consistently demonstrated an exceptional level of hard work and dedication to UWS. He takes a hands-on approach to overseeing daily routes, ensuring that every schedule runs smoothly and efficiently. His commitment to safety is second to none. He not only enforces strict compliance with all safety standards but also fosters a culture of accountability and care among team members. Through his leadership, our operations continue to run seamlessly, reflecting his unwavering dedication to excellence and the well-being of our employees.

Erica Casares

5 years solid waste industry experience

Erica Casares is a born and raised in Arizona. Erica is a graduate of Northern Arizona University. Erica is a very important key part in our daily employee support and communications.

Jason Pennington

Maintenance Director

Jason Pennington manages vehicle maintenance and repair operations for our fleet of 500+ collection vehicles including transfer vehicles, and miscellaneous vehicles at our nine locations.

Jason is also responsible for vehicle software systems, management and development of our 50 member maintenance staff, and for equipment procurement.



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He works from our Phoenix and Los Angeles offices.

Experience

Jason has 18 years' experience in fleet maintenance. He joined the UWS Team in 2017.

Prior to joining UWS, he held positions of Maintenance Manager at Recology.

7 years solid waste industry experience

Jamie Mills

Lead Customer Service Representative

10 years solid waste industry experience

Jamie Mills is the Lead Customer Service Representative. Jamie is an Arizona native born and raised in Phoenix. Jamie graduated from Copper Canyon High School. Jamie started with Midwest Disposal Services 6 years prior to UWS acquiring them. Jamie plays a very important key roll with our customer service and knowledge. Jamie will play a key part for the duration of the contract. Jamie will be the main contact for the City of Fountain Hills with any accountant questions and or information needed as well as responsible for any container deliveries and or replacements. Jamie will also work closely with the drivers to keep an accurate log on container serial numbers requested by the city.

Michelle Newsham

Reporting Manager

26 years solid waste industry experience

Michelle Newsham is responsible for jurisdiction reporting (disposal & diversion tonnage and city fee payments), administrative services, and customer billing and collections.

She will be a key member of our transition team.

Experience

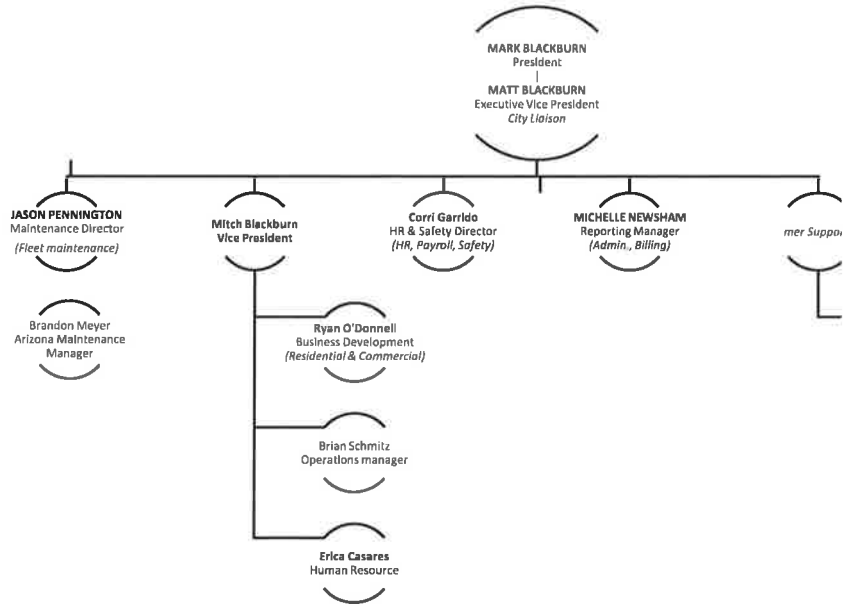
Michelle is a 26-year employee of UWS. She has extensive experience with transitioning several service areas to UWS service including the City of Los Angeles, Maywood and Los Angeles County areas of Malibu, Mesa Heights, NW & NE Mountain & Bays, West Whittier, Citrus, Pioneer/Carson, and South San Gabriel. She also was integrally involved in several business acquisitions by UWS.



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Organization Chart

Needs edited remove Kim and Brandon



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2.2. Experience and Qualifications of the Vendor

UWS has broad and extensive experience serving residential, commercial and industrial customers in Southern California, Arizona, and New Mexico. In addition to successfully operating in exclusive franchise areas where excellent service has earned renewals and extensions, we have also been successful in the highly competitive non-exclusive environment where customers are free to change service providers based upon service quality and price.

Although UWS is not the largest company that will propose, we are the one company that possess all the capabilities necessary to serve the City and will meet and/or exceed the requirements listed in the RFP. UWS has developed into a company that prides itself on creating partnerships with our communities in order to ensure a high level of service at reasonable rates. We will be committed to the residents and businesses by offering first class services.

Arizona City 5,300 homes	Jan. 2020 to Open Market	Residenti al, Commerci al, Multi- Family, Industrial, Roll-Off	-Refuse- - Recycling - -C&D-	Automate d Residentia l	Arizona City, Arizona (open market)
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City of Maywood 2,965 homes	March 2020 Februar y 2027	Residenti al, Commerci al, Multi- Family, Industrial	-Refuse- - Recycling - -Organic Waste- -C&D-	Automate d residential , bins, stationary compactor s & roll off	Ms. Jennifer Vasquez City Manager 4319 E. Slauson Ave. Maywood, CA 90270 Jennifer.vasquez@cityofmaywood.com (323) 562-5712
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City of South Gate 14,650 homes	January 2023 To December 2032	Residential, Commercial, Multi-Family, Industrial	-Refuse- - Recycling - -Organic Waste- -C&D-	Automated residential bins, stationary compactor s & roll off	Mr. Rob Houston City Manager 8650 California Avenue South Gate, CA 90280 rhouston@sogate.org (323) 563-9503
City of Deming 5,679 homes	June 2020 to May 2030	Residential, Commercial, Multi-Family, Industrial,	-Refuse- - Recycling - -C&D-	Automated Residential Commercial Bins	Ms. Aaron Sera City Manager City of Deming 1275 E. Pine St. Deming, NM 88030 asera@cityofdeming.org (575) 546-8848
County of Los Angeles Over 50,000 homes West Whittier, South San Gabriel, Citrus Charter Oak Ramona, Pioneer Carson Park, Malibu, Mesa Heights, Altadena, South Bay	April 2007 to Various Expiration Dates	Residential, Commercial, Multi-Family, Industrial, Roll-Off	-Refuse- - Recycling - -Organic waste- -C&D-	Automated Residential	Mr. Chris Sheppard Principle Engineer 900 S. Fremont Ave Alhambra, CA 91803 csheppard@dpw.lacounty.gov (626) 458-3501



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Universal Waste Systems Inc. Disclosures

- UWS doesn't have a professional relationship or subcontract relationship with the town or any of its agencies or component units over the last 5 years.
- UWS, its officers, and staff have not been debarred or precluded from participating in public procurements activity, including being disapproved as a subcontractor with any Federal, state or local government.
- Litigation History is submitted as a separate excel file in this section.
- UWS doesn't have any compliance records to submit that would qualify under this section.



	A	B	C	D	E	F	G	H
1	Jurisdiction	Case No	Filing Date	Case Type	Role (P or D)	Opposing Party	Status	Resolution Date
2	JASC	BC582386	5/20/2015	Motor Vehicle P/PPD	D	Christian Freelon	Dismissed	11/15/2016
3	JASC	BC588384	7/17/2015	Collections	D	Wesco Insurance Company	Dismissed	8/16/2016
4	JASC	BC595676	9/30/2015	Motor Vehicle P/PPD	D	State Compensation Insurance Fund	Dismissed	2/23/2016
5	JASC	19STCV22923	6/28/2016	Other PI	D, X-C, X-D	Byron Jameson	Dismissed	9/7/2025
6	JASC	BC333228	9/7/2016	Motor Vehicle P/PPD	D	Dorri Mendoza	Dismissed	6/13/2018
7	JASC	BC640886	11/16/2016	Breach of Contract	D	Yutaka Ebihara	Dismissed	12/7/2016
8	JASC	17K01718	2/16/2017	Other PI	D	State Farm Mutual Auto	Dismissed	4/18/2017
9	JASC	17AHSC03275	4/21/2017	Small Claims (Limited)	D	Luis R. Carrillo	Judgment - Contested	6/30/2017
10	JASC	BC658561	4/21/2017	Motor Vehicle P/PPD	D	James Harris	Dismissed	10/4/2018
11	JASC	BC795056	5/4/2018	Other Commercial/Business Tort	D	Class Action	Dismissed	6/15/2020
12	JASC	BC717823	8/14/2018	Motor Vehicle P/PPD	D	Trifone Macchia	Dismissed	4/9/2021
13	JASC	BC718700	8/20/2018	Premises Liability	D, X-C, X-D	Ellen Muniz, John Muniz	Dismissed for lack of prosecution	6/27/2022
14	JASC	BC721627	9/12/2018	Contractual Fraud	D	Dream Investment Group LLC, Edwin Novel	Dismissed for lack of prosecution	2/24/2023
15	JASC	BC721851	9/17/2018	Motor Vehicle P/PPD	D	Timothy Bluth	Dismissed	3/23/2020
16	JASC	19STCV05827	2/20/2019	Other PI	D, X-C, X-D	Abel Alstair	Dismissed	3/9/2020
17	JASC	19NWCV00288	4/2/2019	Breach of Contract	D, X-C	Morrell Fuel LLC	Dismissed	5/4/2020
18	JASC	19STCV13414	4/17/2019	Premises Liability	X-D, X-C	Sunatha Chivannaprayoon	Dismissed for lack of prosecution	4/17/2019
19	JASC	19STCV14986	4/30/2019	Motor Vehicle P/PPD	D	Alana Lucero	Dismissed	4/1/2020
20	JASC	19STCV16346	5/10/2019	Employment	D	Agustino Melgar	Dismissed	8/4/2020
21	JASC	19STCV27948	6/6/2019	Motor Vehicle P/PPD	D	Jorge Garcia-Palos	Dismissed	8/14/2020
22	JASC	19STCV37302	10/18/2019	Employment	D	Harter Rodrick, Lemus Jose, Mariscal Ricardo	Contingent & Pending	10/20/2021
23	JASC	19STCV46181	12/26/2019	Employment	D	Agustino Michel	Settled - Stipulated Judgment - Before Trial on 7/29/2022	7/29/2022
24	JASC	20STCV05514	2/11/2020	Motor Vehicle P/PPD	D	Guzel Gumerova	Dismissed	2/11/2022
25	JASC	20STCV44204	11/17/2020	Other PI	D	Antony Barron	Dismissed	2/24/2022
26	JASC	21STCV01965	1/19/2021	Labor & Employment	D	Diego Arceaga	Consolidated (Non-lead case) on 10/20/2021 to 19STCV46181	
27	JASC	21STLC00781	3/28/2021	Civil Limited (Motor Vehicle PI)	D	State Farm Mutual Auto	Dismissed	11/5/2021
28	JASC	21STSC00700	2/22/2021	Small Claims (Limited)	D	Hasbollah Elaminjad	Judgment - Uncontested	6/8/2021
29	JASC	21STCV21165	6/7/2021	Motor Vehicle P/PPD	D	Gerardine Braxton	Dismissed	9/4/2021
30	JASC	22STCV04356	2/3/2022	Motor Vehicle P/PPD	D	Arturo Hernandez	Dismissed	9/15/2022
31	JASC	23STSC08779	3/1/2022	Small Claims (Limited)	D	Kitty Lok	Judgment - Contested	4/26/2022
32	JASC	22STCV38304	12/8/2022	Motor Vehicle P/PPD	D	Ames Perez Lopez	Dismissed	5/23/2024
33	JASC	23LBCV00110	3/19/2023	Motor Vehicle P/PPD	D	Brian Jones	Dismissed	2/21/2024
34	JASC	23NWCV00701	3/7/2023	Motor Vehicle P/PPD	D	Roberto Hernandez	Dismissed	4/30/2024
35	JASC	23LBCV01562	8/18/2023	Motor Vehicle P/PPD	D	Mackey Russon	Dismissed	10/19/2023
36	JASC	23RSCV01609	12/14/2023	Small Claims (Limited)	D	James A Stanovich	Entry of Request For Dismissal - Before Hearing	1/30/2024
37	JASC	23STCV31074	12/20/2023	Employment	D	Juan Rivas	Pending	
38	JASC	23NWCV04167	12/22/2023	Breach of Contract	D	James Stahovich dba Stahovich Construction	Pending - MSC 9/9/2025, FSC 11/20/2025, Trial 12/8/2025	
39	JASC	24SMCV00810	2/22/2024	Motor Vehicle P/PPD	D	Dana Bird	Dismissed	2/19/2025
40	JASC	24STCV08057	3/29/2024	Wrongful Termination	D	Dylan Morales	Arbitration Pending, Post Arbitration Status conference 11/2/2026; staffing agency employee	
41	JASC	24NWCV01157	4/12/2024	Breach of Lease (Not UD)	D	Alaska National Insurance Company	Default Judgment 4/12/2024; Satisfaction of Judgment filed	3/28/2025
42	JASC	24STLC09139	12/13/2024	Motor Vehicle P/PPD	D	County of Riverside	Dismissed	7/9/2025
43	JASC	24STCV33877	12/23/2024	Toxic Tort/Environmental	D	Anayun Akopyan, Et Al	Pending	
44	JASC	25NWCV00342	1/28/2025	Intentional Bodily Injury	D	Malczynski	Pending	
45	JASC	25STCV02747	1/31/2025	Toxic Tort/Environmental	D	Ashley Mroz	Pending	
46	JASC	25LSCV02080	3/7/2025	Small Claims (Limited)	D	Christopher P. Labine	Entry of Request For Dismissal - Before Hearing	3/24/2025
47	JASC	25STSC00530	8/20/2025	Small Claims (Limited)	D	Hawk II Environmental Corp.	Pending	
48								
49								
50	OCSC	30-2016-00892730	12/15/2016	Breach of Contract	D & X-C	Yutaka Ebihara	Dismissed	4/12/2018
51	OCSC	30-2024-01381121	2/21/2024	Motor Vehicle PI	D	Joanne McFaridge	Dismissed	1/21/2025
52								
53	Riverside SC	CV125000895	2/24/2025	Unlimited Civil Auto	D	Loures Veloz Cruz	Dismissal No ADR	5/13/2025
54	Riverside SC	CV125000951	2/25/2025	Unlimited Civil Auto	D	Jorge F. Castañeda	Pending	
55								
56	Central District	2-25-CV-02655	4/7/2025	Environmental	D	Kristina Brown and Ashley Mroz	Pending	

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2.3. Key Positions



Mark Blackburn

President and CEO

46 years solid waste industry experience

Mark Blackburn is the company's founder, majority owner, and chief executive officer.

Mark sets the strategic direction for the company. He has piloted the company to new horizons including franchised collection operations, solid waste transfer, material recovery, organics processing, conversion technologies, and new geographic areas (New Mexico and Arizona).

Mark is an innovator who investigates and experiments with new approaches and technologies.

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Experience

Mark entered the solid waste industry in 1974 working for his father (Harry Blackburn) at Signal Hill Disposal.

After a 12-year 'apprenticeship' in the industry and in entrepreneurship, Mark and wife Anne struck out on their own and founded Universal Waste Systems, Inc. in 1986.

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Matt Blackburn

Executive Vice President

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Matt will lead our team from transition, planning, through start-up.

Experience

Matt joined the company working in the dispatch office. Prior to assuming the role of executive vice president in 2015, he had worked in every facet of the business.

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Vice President

20 years solid waste industry experience

Mitch Blackburn is a third generation member of ownership. Mitch has been involved with Universal Waste since his early teenage years learning from ground up each position and the importance of how they come together to make a successful business.

After high school Mitch went to Palomar College in San Marcos California. At Palomar Mitch was a college athlete playing baseball and studying business. After two years Mitch transferred to San Diego State University where he received a full ride athletic scholarship while continuing his studies in business. After college Mitch had a very special opportunity

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Business Development

25 years solid waste industry experience

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Human Resources

5 years solid waste industry experience

Erica Casares is a born and raised in Arizona. Erica is a graduate of Northern Arizona University. Erica is a very key part in our daily employee support and communications. Erica is a frequent volunteer at Food Banks along with the Veteran Centers. She continues to support local foundations. Erica will play a key part for the duration of the contract.

Jason Pennington

Maintenance Director

7 years solid waste industry experience

Jason Pennington manages vehicle maintenance and repair operations for our fleet of 500+ collection vehicles including transfer vehicles, and miscellaneous vehicles at our nine locations.

Jason is also responsible for vehicle software systems, management and development of our 50 member maintenance staff, and for equipment procurement.

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Jamie Mills

Lead Customer Service Representative
10 years solid waste industry experience

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Michelle Newsham

Reporting Manager
26 years solid waste industry experience

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She will be a key member of our transition team.

Experience

Michelle is a 26-year employee of UWS. She has extensive experience with transitioning several service areas to UWS service including the City of Los Angeles, Maywood and Los Angeles County areas of Malibu, Mesa Heights, NW & NE Mountain & Bays, West Whittier, Citrus, Pioneer/Carson, and South San Gabriel. She also was integrally involved in several business acquisitions by UWS.

Michelle began her career at UWS as a customer service representative and has managed the customer service function and dispatch operations.



Waste Connections of Arizona

office | 480.983.9100
fax | 480.983.9102

Phoenix Campus
3000 South 19th Avenue
Phoenix, Arizona 85009

East Valley Campus
3755 South Royal Palm Road
Apache Junction, Arizona 85119

Tucson Operations
6250 South Del Moral Blvd
Tucson, Arizona 85706

Landfill
22316 South Harmon Road
Florence, Arizona 85132

Disposal and Processing Facility

Date: November 11, 2025
To: Universal Waste Systems

Disposal and Processing Facility - Town of Fountain Hills

Company: Waste Connections of Arizona, 3755 South Royal Palm Road, AJ, Arizona 85119

Transfer Station: Same address reflected above

Final Disposal: Waste Connections of Arizona Landfill - Red Rock Durham Landfill

Contact: Larry Williams, Sales and Marketing Director , 602.677.5308

Term: Full term of the city awarded contractual terms for recycling and disposal

Waste Connections of Arizona will allow all solid waste and recyclables through the term of the awarded contractual terms for the Town of Fountain Hills.

Sincerely,


Larry Williams
Sales and Marketing Director
Right Away Disposal
Larry@RADservices.com

direct | 602.677.5308 office | 480.983.9100

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2.4. Project Approach / Transition Plan

UWS will begin the transition with a meeting with the City and the current vendor. We typically like to have a group meeting to discuss the transition introduce each other's team, and open dialogue to insure a smooth transition for all parties. In a typical transition UWS would work with the current provider to begin exchanging containers approximately 30 days before the start of service. We establish an agreement that we will deliver and remove the containers on the existing service days, and the current provider will agree to service our containers until the start date of January 15th. This type of transition allows for the customer to have no interruption in service, they aren't required to store two sets of containers, and greatly expedites the overall transition.

Customer Service and Communications

Universal Waste Systems Inc. corporate offices are located in Southern California. Our corporate office will manage the contract requirements are being met, and conduct all billing and accounting services.



Our local customer service center located in Arizona is located at 3612 S. 36th St. Phoenix, AZ. 85040. We propose that this location will be open and available for customer service, open to all customers to come in for payment, questions, and education to service the City of Fountain Hills.

At UWS, Customer service is a team effort. The 'Customer service team' consists of our Customer Care Representatives, our Dispatchers, our Route Supervisors, and Route Drivers.

UWS Customer Care Team

Our **Customer Care Representatives** receive Customer calls, message chats, and emails. They are well versed in policies and procedures and able to answer questions. If a customer contact involves a service issue, a **Service Order** is generated through the Customer Record Management (CRM) system.

A central figure of the Customer care team is our **Dispatch Office**. Dispatch assigns service orders to the appropriate route, monitors the status of open orders, and closes them out when completed.

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Route Drivers receive service orders on their on-board screen, perform the work, and log the Service Order action taken.

Route Supervisors are our quality control inspectors. They follow-up to see that service orders are fulfilled in a timely and quality manner. If warranted by the nature of the contact, the Route Supervisor will make in-person contact with the Customer to ensure satisfaction.

Driver-Initiated Reports

Our customer care model works in reverse as well.

Drivers report to Dispatch when there is an issue with service such as an inaccessible bin and then either the Dispatcher or the Customer Care Representative will initiate contact with the Customer.

Documentation

Whether the Customer or our Driver initiates the contact, notes are added to the account so that any Customer Care Representative accessing the account in the future has full access to the account history.

Fulfillment Policy

Our goal is to complete all service orders the same day that are received by 1:00 P.M.

If a Customer Care Representative cannot complete a customer request during the call, the caller will be advised that they can expect follow-up either before the end of that day or no later than the next business day.

Jurisdiction Specific Information

Customer Care Representatives receive continuing education regarding the service, programs and policies of the jurisdictions that we serve. Weekly briefings keep our representatives abreast of events and changes upcoming in jurisdictions. In addition to the jurisdiction-specific information that appears on the Customer record, each Customer Care Representative has at hand a database of common services, rates & policies, and even the franchise agreement/contract, for each jurisdiction. These procedures will ensure that the calling customer receives timely and accurate information from our Customer Care Representative, ideally in one call.

We currently have a sufficient number of new collection vehicles to fulfill the requirements of the Agreement. We will not need to procure any additional equipment to meet the service requirements in the agreement.

Collection vehicles used in the City of Fountain Hills will be equipped with Samsara fleet management and recording mobile camera systems. With 5 cameras per collection vehicle for services verification and safety monitoring. The Samsara System is a safety monitoring system, and GPS systems that UWS uses in all company vehicles for monitoring. This latest technology provides us with turn-by-turn review of the driver's activities as well as a camera system that provides documentation of our services and records the driver's daily performance.

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A. Collection Vehicles

B. Crew Members

UWS will deploy a compliment of new vehicles to perform the collection work in the Franchise Agreement.

Delivery of new collection vehicles requires a lead-time of approximately twelve to eighteen months however, we currently have the vehicles for the City of Fountain Hills in our possession and ready for service. Those vehicle groupings depicted as 'New' are new vehicles in our possession that are reserved to be deployed in the City of Fountain Hills.

Residential (Cart Service) Collection Vehicles



Qty	Make	Crew Members	Body	Model Year	Fuel Type
4 Brand New Frontline Collection Vehicles 2 Spare Collection Vehicles	Battle LETII Spartan 300 Collection Body	1 per collection truck	27 yard Spartan 300 Automated side loader	2024	Diesel

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Commercial (Bin Service) Collection Vehicles



Qty	Make	Crew Members	Body	Model Year	Fuel Type
1 Brand New Frontline Collection Vehicles	Battle LETII Heil Body	1 per collection truck	40 yard Heil Front Load Collection Vehicle	2024	Diesel
2 Spare Collection Vehicles (Used Existing Fleet)					

Rear Load Collection Vehicles



Qty	Make	Crew Members	Body	Model Year	Fuel Type
1 Brand New Frontline Collection Vehicles	Freightliner M2106 Rear Loader	2 per collection truck	18 yard Spartan Rear loader	2024	Diesel
5 Spare Collection Vehicles (Used Existing Fleet)					

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Universal Waste Systems is committed over the course of the contract to add new equipment as the City growth plan develops. UWS will reassure the proper amount of equipment will be added as the city grows to continue the quality and efficiency for the City of Fountain Hills and its residents.

Universal Waste Systems utilizes an app-based Maintenance Software system named Fleetio to track and monitor vehicle inspections performed by both drivers and inspector qualified maintenance personnel.

Driver vehicle inspection report(s).

Driver pre and post trip Inspections are submitted digitally twice a day through Fleetio. Drivers have the ability to comment as well as photograph any defect found on their inspection form at the time of inspection. Following the completion of a drivers pre/post trip inspection, Fleetio notifies, via email, multiple maintenance personal of any reported defect, providing maintenance staff the ability to see reported defects in real time. (See sample form below)

Maintenance Vehicle Inspections:

Vehicle Maintenance inspections are performed every ninety days in accordance with the DOT program set forth and monitored by the DOT. Maintenance inspections are performed digitally using Fleetio and defects are emailed in real time to multiple Maintenance staff. Technicians have the ability to comment, and/or submit a photograph of any defect discovered at the time of inspection. If a discovered defect is falls under the Out of service Criteria the vehicle is placed Out of Service until safely repaired.

Wrap Graphics will be affixed or used as requested by the City of Fountain Hills. Universal Waste Systems has several vendors that can do this service if necessary, our standard collection vehicle will have a billboard on the side of the truck that can be customized at the request of the City, or we can use our standard billboards as well. If the city choses a full body wrap, UWS will use the services of our vendor to complete this request.

Residential Waste and Recycling Carts

Following execution of the agreement, we will place the order for the carts to be distributed to Residential customers receiving individual cart collection.

Each residential customer utilizing cart service will receive a new set of carts one-week prior to their collection day at the latest in order to prepare for commencement of service. For most customers, that delivery schedule should synchronize with the last scheduled collection day performed by the outgoing service provider.

Black carts will be used for solid waste (options available with city discrepancy)

Blue carts will be used for recycling (options available with city discrepancy)

Each set of new carts distributed curbside will include a securely attached welcome packet in a weather-resistant pouch providing the customer with details on the upcoming program.

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The following is a description of the carts that we propose for the City of Fountain Hills.

Manufacturer

Carts provided by UWS will be two-wheeled industry standard carts manufactured by Otto, (<https://otto-usa.com/products/>) or equivalent.

Carts will be manufactured of medium density polyethylene (MDPE) using a stress-free rotational molding process.

All carts shall be equipped with 2 wheels mounted on a steel axle, handles integrally molded as part of the cart body, and permanently attached lids.

Otto brand carts are manufactured of up to 50% recycled plastic and steel parts contain up to 80% recycled steel.



Cart Sizes

All customers will receive the 96 gallon containers, however if needed or as an option to the City of Fountain Hills, UWS will make the following cart sizes available on a case by case basis.

- 64-gallon (130-pound minimum load capacity; and,
- 96-gallon (200-pound minimum load capacity.

UWS utilizes the aGenda Software for all container tracking for transition delivery, regular delivery of new customers, removals, and container exchanges. All container tickets are tracked with a GPS cordinance, picture, and date and time of completion. This link is then uploaded to the individual customer account and able to be provided as proof of completion as needed for the City of Fountain Hills.

Residential Collection Schedule and Route Map

We will optimize our collection routes with a computerized routing system and onboard devices that provide each driver all needed information for each stop including turn-by-turn directions. These data-driven driver assists will enable our drivers to complete routes error free.

UWS knows the existing collection days are Monday through Friday. To make the transition seamless for the community UWS will continue with current collection routes provided by current

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service provider. UWS will prepare collection maps with all existing customers' data when it is provided by the City. The maps will be on all outreach material, and we will create an interactive map on our website for the customers to input their address and be notified of their collection days.

Disposal and Processing Facility

Universal Waste Systems, Inc. plans to utilize the Salt River Landfill facility for solid waste and Republic Services Recycling Facility for the comingled recycling processing. We were unable to secure a timely disposal commitment letter from Republic, but have provided Waste Connections of AZ at 33755 South Royal Palm, AJ, Arizona 85119 as a back up facility. Please find the attached commitment letter to this section in our submission.

Approach to Minimize Container Damage

UWS maintenance team provides services to all automated collection vehicles at a minimum weekly to inspect the pressure regulators on the collection arm to ensure that it is not over pressurized resulting in damage to the containers. Additionally, all rubber, and arm components are checked to insure that we don't have metal components making contact with the containers during collection which reduces the risk of damage to the container.

Self-Haulers

UWS doesn't own the collection facility in the area and can't commit to allow customers to self-haul material to the landfill or processing sites, however it is our understanding that the facilities we plan to utilize for collection will accept self-haul vehicles.

Recyclable Materials to be collected and Accepted by the Processing Facility

After reviewing section 2 of the agreement, we believe the list below covers the materials that are acceptable and prohibited in the blue container. These materials are what we collect as a base standard and as new and emerging markets may come online, we can adjust the list of acceptable items.

UWS will be using the Waste Connections facility for processing of materials, they will be responsible for sourcing outlets for the material. We do have our own outlets for materials through our other facilities and can assist if need to insure all material is recycled properly.

UWS has taken the value of the recyclables collected into account when pricing our residential rates. While there is not a direct rebate check all customer rates reflect the anticipated rebate for materials and have been used to offset the costs of service.

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ACCEPTED MATERIAL	PROHIBITED MATERIAL
Plastic Recycling 1-7	Appliances
Milk jugs	Batteries
Water & soda containers	Bubble wrap
Shampoo, soap, detergent bottles	Christmas lights
Metal Recycling	Coat hangers
Aluminum beverage cans	Diapers
Food cans	Electrical cords
Aerosol cans, completely empty	Facial tissue
Glass Recycling	Food-stained pizza boxes
Beverage containers	Food waste
Food jars	Food wrap
Paper Product Recycling	Garden hoses
Printing & writing paper.	Napkins
Newspaper	Padded envelopes
Egg cartons	Paper towel
Envelopes	Pet waste
Junk mail	Plastic bags
Phone books	Polystyrene
Brochures	Receipts
Magazines	Rubber balls
Ream wrapping paper.	Sports equipment
Cardboard Recycling	Sticker-backed paper
Cardboard boxes (flattened)	Stuffed animals
Cereal boxes	Syringes/razor blades
Frozen food boxes	Tires
Poster board	Toys
File folders	Waxed cartons
Paper towel roll core tubes	Yard waste
Shoe boxes	

Approach to Minimize Over-Compaction of Recycles

UWS carefully routes our collection vehicles to ensure that the routes can be completed in a safe timely manner, without the need to over compact the vehicles during service. We have never experienced any issue with our recycling collection methods, that over compaction has ever been an issue.

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Processing Site Information

Waste Connections of Arizona

1755 South Royal Palm Rd

Apache Junction, AZ 85113

Name of Owner and Operator

Waste Connections of Arizona

22316 South Harmon Rd.

Florence, AZ 85132

Contact Name and Phone Number

Larry Williams, 602-677-5308

Operating Procedures Particularly Related to Inspection and Handling Hazardous Waste

Waste Connections of Arizona safety and facility management has a detailed inspection and hazardous waste management inspection protocol that follows to check for illegal material entering their facility. Once materials are identified they are removed from the load and safely stored for collection. A copy of this plan can be made available at the request of the city.

Permitted and Available Processing Capacity

Waste Connections has informed us that there is no maximum daily capacity at the Apache Junction Facility for recycling material. Based on the tonnage commitment letter they are guaranteeing capacity for the City of Fountain Hills currently guaranteed at between 2,500 and 3,000 tons per year, with additional capacity as the city grows and expands.

Import Restrictions or Fees

There are no import restrictions or fees at the Apache Junction facility.

Processing Site Information Solid Waste

Waste Connections of Arizona Red Rock Durham Landfill

22316 South Harmon Rd.

Florence, AZ 85132

Name of Owner and Operator

Waste Connections of Arizona

22316 South Harmon Rd.

Florence, AZ 85132

Contact Name and Phone Number

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Larry Williams, 602-677-5308

Operating Procedures Particularly Related to Inspection and Handling Hazardous Waste

Waste Connections of Arizona safety and facility management has a detailed inspection and hazardous waste management inspection protocol that follows to check for illegal material entering their facility. Once materials are identified they are removed from the load and safely stored for collection. A copy of this plan can be made available at the request of the city.

Permitted and Available Processing Capacity

Waste Connections has informed us that there is no maximum daily capacity at the Red Rock Durham Landfill for recycling material. Based on the tonnage commitment letter they are guaranteeing capacity for the City of Fountain Hills currently estimated at between 8,500 and 10,000 tons per year, with additional capacity as the city grows and expands.

Import Restrictions or Fees

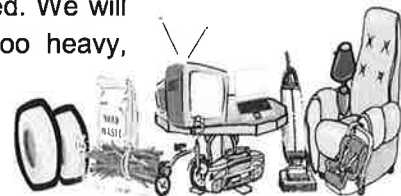
There are no import restrictions or fees at the Red Rock Durham facility.

Bulk Waste Service

UWS will be prepared to accept requests for bulky item collections for customer or the city depending on how the request is received. UWS will collect bulky items on the same day as proposed trash and recycling day. Each individual customer will receive four bulky item services annually at customers' request. UWS will track all bulky item requests for each customer individually by their account. All tickets will be created in Tower and dispatched through aGenda to our collection trucks for collection.

UWS proposes to use a rear load collection truck to collect and transport bulky items. We will have two men on the truck to insure that all items can be collected.

UWS will use our aGenda software to dispatch, route and record completion of all bulky item pickups. The bulky item request will have before and after pictures taken for each ticket to insure that there is proof of what was set out and what was collected. We will also use aGenda to document items that are too large, too heavy, hazardous waste, or collections that exceed 6 cubic yards. UWS will notify The City and resident if the allowed 6 cubic yards is exceeded to find a resolution to ensure this gets resolved.



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Universal Waste Systems, Inc. is a leading provider of waste management services.

The City of Fountain Hills is seeking a qualified provider to manage its solid waste and recycling.

Interested parties should submit their proposals by the deadline.

For more information, please contact the City Clerk.

The City of Fountain Hills is an equal opportunity employer.

Proposals will be accepted on a first-come, first-served basis.

The City reserves the right to accept or reject any proposal.

Thank you for your interest.

City of Fountain Hills, Arizona

City Clerk, City of Fountain Hills

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Green Waste Materials accepted (unbagged)

- Grass
- Leaves
- Plant trimmings
- Small tree branches & pruning's (cut into 24" sections & no larger than 12" in diameter"

Green Waste Materials Non-accepted

- Palm fronds
- Oleander trimmings
- Citrus fruit
- Cacti
- Animal waste
- Trash
- Lumber
- Food waste
- Concrete
- Rock & gravel
- Metal

Annual Household Hazardous Materials Collected

UWS proposes to work with local county or city owned facilities or local schools to host an annual household hazardous waste materials collection event annually for the City of Fountain Hills. We will have outreach and advertising to the residents in advance of the event, UWS staff will be onsite to direct traffic and assist with loading and unloading. However, we will contract the actual collection and disposal with a HHW licensed and certified third party to guarantee legal, safe disposal for the materials collected during the event. The event will be held on a Saturday to ensure residents are able to attend. We would propose that the electronic waste event and HHW event be planned for the same day for convenience for the customer.

Annual Electronic Recycling Event

UWS proposes working with local county or city owned facilities or local schools to host an annual electronic recycling collection event annually for the City of Fountain Hills. We will have outreach and advertising to the residents in advance of the event, UWS staff will be onsite to direct traffic and assist with loading and unloading, however we will contract the actual collection and disposal with a electronic waste licensed and certified third party in order to guarantee legal, safe disposal and recycling of the materials collected during the event. The event will be held on a Saturday to ensure residents are able to attend. We would propose that the electronic waste event and HHW event be planned for the same day for convenience for the customer.

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Christmas Tree Disposal

UWS proposes to have multiple options available for customers to dispose of their Christmas Trees. We will work with the City to identify drop off locations in public spaces so customers will have the option to dispose of their Christmas tree at their convenience. We will also run separate trucks for 2 weeks following Christmas to collect at each home in the City. Christmas Trees will need to have all ornaments and stands removed, and no plastic wrap at the curb so they can be recycled.



SALT RIVER LANDFILL
PIMA-MARICOPA INDIAN COMMUNITY
4660 N. Beeline Highway/SR 87 Phone: (480)941-3427
Scottsdale, AZ 85256 Fax: (480)949-4261

November 10, 2025

To Whom It May Concern:

This letter serves as confirmation that Salt River Landfill will accept solid waste from Universal Waste Systems, Inc. for disposal and/or processing in accordance with applicable local, state, and federal regulations.

The facility located at 4660 N. Beeline Highway is permitted to receive municipal solid waste, construction and demolition, agricultural waste, yard trimmings and will provide all necessary handling, processing, and disposal services as required under the scope of the Request for Proposal (RFP) for the Town of Fountain Hills Solid Waste.

We appreciate the opportunity to be included in your proposal and look forward to supporting your waste management needs.

Sincerely,

Patrick James
CEO
Salt River Landfill
480-302-6473
pjames@srlandfill.com

2.5 Project Schedule

Transition Plan Proposed Kick of Meeting

UWS will begin the transition with a meeting with the City and the current vendor. We typically like to have a group meeting to discuss the transition introduce each other's team, and open dialogue to insure a smooth transition for all parties. In a typical transition UWS would work with the current provider to begin exchanging containers approximately 30 days before the start of service. We establish an agreement that we will deliver and remove the containers on the existing service days, and the current provider will agree to service our containers until the start date of January 15th, 2027. This type of transition allows for the customer to have no interruption in service, they aren't required to store two sets of containers, and greatly expedites the overall transition.

UWS has all of the trucks, commercial containers, and roll off trucks available and being built for service. We have a commitment from our containers vendor that they will have all carts at our Phoenix facility by October 1st, 2026 allowing plenty of time to insure that all equipment is in place and ready for the start of service.

UWS will use a mix of public meetings, social media, printed materials, and videos, to inform the residents and the communities about upcoming changes in service. These materials will explain the container exchange program, collection days, rates for service and additional services, all of the benefits of the program, information about UWS, and contact information for both UWS and the City of Fountain Hills.

UWS IT team has experience with working with our Tower program to integrate with the city specific software. Our IT team will work with the cities software provider to establish the proper communication to insure that our system can integrate with the cities API software. This should be started immediately upon award with final testing and go live in May at the latest prior to transition.

Timeline for Transition

Phase 1: Activities Completed within 30 to 90 days of Approval

- Meet with the City and current service provider
- Acquire a Complete Customer List
- Order Residential Containers
- Finalize Bond and Insurance Certificates
- Agree to a Transition Schedule with the current service provider
- Begin working with IT to establish communication with the cities API software

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Phase 2 Activities Completed within 90 to 120 days of Approval

- Establish a customer account for all customers
- Establish new routes and maps
- Design and get approval for all outreach material and letters to the customer
- Determine the best location for community meeting and dates
- Begin interviewing for drivers

Phase 3 Activities Completed within 90 days of Start of Service

- Receive residential containers
- Receive all outreach and materials and letters to the customers
- Finalize and go live with City specific website
- Mail letters to customer as first introduction to the new program with an invite to the community meeting, link to the new website, and contact information for Universal Waste Systems Inc.
- Finalize hiring of new drivers for routes

Implementation updates will be in real time, as we begin the roll out of containers and start of service, UWS aGENDA app will have real time tracking information to confirm container delivery, container removal, and service verification. The app will provide daily reports with picture and geocoding to ensure service completion. The City will receive daily reports through transition and up to 90 days after service or as requested by the City.

COST FORM FOR RESIDENTIAL SOLID WASTE SERVICES, RESIDENTIAL BULK WASTE SERVICES, RESIDENTIAL RECYCLING SERVICES AND TOWN FACILITY RECYCLING SERVICES

Costs for Residential Solid Waste Services

Service Rate	Monday through Friday Collection Week	
	Same Day Collection [1]	Different Day Collection [2]
Residential Solid Waste Services		
1. Solid Waste Collection Service Rate	\$ 13.25 /Unit/Month	\$ 13.25 /Unit/Month
2. Solid Waste Cart Rate [3]		
65 Gallon	\$ 1.08 /Unit/Month	\$ 1.08 /Unit/Month
96 Gallon	\$ 1.58 /Unit/Month	\$ 1.58 /Unit/Month
3. Solid Waste Disposal Rate [4]	\$ 3.98 /Unit/Month	\$ 3.98 /Unit/Month
4. Additional Solid Waste Cart Collection Service Rate [5]	\$ 7.00 /Unit/Month	\$ 7.00 /Unit/Month
5. Additional Solid Waste Cart Rate [3][5]	\$ 1.58 /Unit/Month	\$ 1.58 /Unit/Month
6. Additional Solid Waste Cart Disposal Rate [4][5]	[6]	[6]
7. Non-Collection Day Collection Rate [7]	\$ 25.00 /Unit/Month	\$ /Unit/Month
8. Non-Collection Day Disposal Rate [4][7]	[6]	[6]
Quarterly Residential Bulk Waste Services		
1. Bulk Waste Collection Rate	\$ /6 CY 5.00	\$ /6 CY 5.00
2. Bulk Waste Disposal Rate [4]	\$ 6 CY 3.98	\$ /6 CY 3.98
Residential Recycling Services		
1. Recycling Collection Service Rate	\$6.73 /Unit/Month	\$6.73 /Unit/Month
2. Recycling Cart Rate [3][8]		
65 Gallon	\$3.08 /Unit/Month	\$3.08 /Unit/Month
96 Gallon	\$3.98 /Unit/Month	\$3.98 /Unit/Month
Residential Cart Change Rate [9]	\$25.00 /Cart	\$25.00 /Cart

- [1] Same Day Collection means Contractor shall perform both Residential Solid Waste Services and Residential Recycling Services on the same day of the week for each Residential Service Unit.
- [2] Different Day Collections means Contractor may perform Residential Solid Waste Services and Residential Recycling Services on different days of the week for each Residential Service Unit.
- [3] Cart Rate means the cost for purchase up to and including the initial delivery of the Carts to Residential Service Units. Contractor shall be responsible for the costs associated with the maintenance, delivery after the initial delivery and storage of Carts. Ownership of the Carts in the possession of Residential Service Units at the expiration of the Agreement shall rest with the Contractor.
- [4] Disposal Rate shall be the sole fee charged for the disposal of Solid Waste and Bulk Waste.
- [5] Additional Solid Waste Service means the cost associated with an additional Solid Waste Cart for a Residential Service Unit.
- [6] Additional Solid Waste Cart Disposal Rate shall be equal to Solid Waste Disposal Rate.
- [7] Non-Collection Day Collection Rate shall mean the provision of Solid Waste Collection Services by the Contractor on a day other than the Residential Service Unit's scheduled Collection day.
- [8] Proposer shall provide a choice of the size of Carts for solid waste and recycling (65 & 96-gal) to enable residents to choose the level of service most appropriate for their situation. The default level of service will be the 96 gallon Carts. Recycle Carts shall be a standard blue color with the recycle logo imprinted on the container; provided, however, that the Town may, at its sole discretion, allow for alternative Recycling Cart colors that are clearly marked or colored to easily distinguish them from the Solid Waste Cart and

For clarification, UWS proposed monthly rate for solid waste and recycling collection is \$19.98 which includes collection, disposal, recycling, the container, and the bulky item collection program in the RFP. We provided breakdown numbers as requested, but we want to insure it is clear that these numbers don't get added to Residential Solid Waste Line 1 and Residential Recycling Line 1. The Bulky Item Rate is only for excess of what is allowed.

TOWN OF FOUNTAIN HILLS

COST FORM FOR RESIDENTIAL SOLID WASTE SERVICES, RESIDENTIAL BULK WASTE SERVICES, RESIDENTIAL RECYCLING SERVICES AND TOWN FACILITY RECYCLING SERVICES (continued)

**Costs for Residential Solid Waste Services
WITHOUT RECYCLING**

Service Rate	Monday through Friday Collection Week	
	Same Day Collection [1]	Different Day Collection [2]
Residential Solid Waste Services		
1. Solid Waste Collection Service Rate	\$13.25 /Unit/Month	\$13.25 /Unit/Month
2. Solid Waste Cart Rate [1][6]		
65 Gallon	\$ 1.08 /Unit/Month	\$ 1.08 /Unit/Month
96 Gallon	\$1.58 /Unit/Month	\$1.58 /Unit/Month
3. Solid Waste Disposal Rate [2]	\$3.98 /Unit/Month	\$3.98 /Unit/Month
4. Additional Solid Waste Cart Collection Service Rate [3]	\$7.00 /Unit/Month	\$7.00 /Unit/Month
5. Additional Solid Waste Cart Rate [1][3]	\$1.58 /Unit/Month	\$1.58 /Unit/Month
6. Additional Solid Waste Cart Disposal Rate [2][3]	[6]	[6]
7. Non-Collection Day Collection Rate [5]	\$25.00 /Unit/Month	\$25.00 /Unit/Month
8. Non-Collection Day Disposal Rate [2][5]	[6]	[6]
Quarterly Residential Bulk Waste Services		
1. Bulk Waste Collection Rate	\$ /6 CY 5.00	\$ /6 CY 5.00
2. Bulk Waste Disposal Rate [2]	\$ /6 CY 3.98	\$ /6 CY 3.98
Residential Cart Change Rate [7]	\$ 25.00 /Cart	\$ 25.00 /Cart

- [1] Cart Rate means the cost for purchase up to and including the initial delivery of the Carts to Residential Service Units. Contractor shall be responsible for the costs associated with the maintenance, delivery after the initial delivery and storage of Carts. Ownership of the Carts in the possession of Residential Service Units at the expiration of the Agreement shall rest with the Contractor.
- [2] Disposal Rate shall be the sole fee charged for the disposal of Solid Waste and Bulk Waste.
- [3] Additional Solid Waste Service means the cost associated with an additional Solid Waste Cart for a Residential Service Unit.
- [4] Additional Solid Waste Cart Disposal Rate shall be equal to Solid Waste Disposal Rate.
- [5] Non-Collection Day Collection Rate shall mean the provision of Solid Waste Collection Services by the Contractor on a day other than the Residential Service Unit's scheduled Collection day.
- [6] Proposer shall provide a choice of the size of Carts for solid waste (65& 96-gal) to enable residents to choose the level of service most appropriate for their situation. The default level of service will be the 96 gallon Carts. All Carts must be Proposer grade, wheeled containers. Each must have a permanently attached lid, and be designed to easily fit through gates and doors.
- [7] Proposer shall provide residents with a one-time ability to request a change in Cart size. Any additional changes in Cart size will be individually charged to the resident, per Cart.

For clarification, UWS proposed monthly rate of \$13.25 for solid waste collection which includes collection, disposal, the container, and the bulky item collection program in the RFP. We provided breakdown numbers as requested, but we want to insure it is clear that these numbers don't get added to Residential Solid Waste Line 1 and Quarterly Residential Bulk Waste Line 1.

TOWN OF FOUNTAIN HILLS

COST FORM FOR RESIDENTIAL SOLID WASTE SERVICES, RESIDENTIAL BULK WASTE SERVICES, RESIDENTIAL RECYCLING SERVICES AND TOWN FACILITY RECYCLING SERVICES

Costs for Residential Solid Waste Services

Service Rate	Monday through Friday Collection Week
	Multiple Day Collection [1]
Residential Solid Waste Services	
1. Solid Waste Collection Service Rate	\$13.25 /Unit/Month
2. Solid Waste Cart Rate [2]	
65 Gallon	\$1.08 /Unit/Month
96 Gallon	\$1.58 /Unit/Month
3. Solid Waste Disposal Rate [3]	\$3.98 /Unit/Month
4. Additional Solid Waste Cart Collection Service Rate [4]	\$7.00 /Unit/Month
5. Additional Solid Waste Cart Rate [2][4]	\$1.58 /Unit/Month
6. Additional Solid Waste Cart Disposal Rate [3][4]	[6]
7. Non-Collection Day Collection Rate [6]	\$25.00 /Unit/Month
8. Non-Collection Day Disposal Rate [3][6]	[6]
Residential Bulk Waste Services	
1. Bulk Waste Collection Rate	\$5.00 /6 CY
2. Bulk Waste Disposal Rate [3]	\$3.98 /6 CY
3. Semiannual Bulk Waste Event	\$2.50 /6 CY
Residential Recycling Services	
1. Recycling Collection Service Rate	\$6.73 /Unit/Month
2. Recycling Cart Rate [2][7]	
65 Gallon	\$3.08 /Unit/Month
96 Gallon	\$3.98 /Unit/Month
Residential Cart Change Rate [8]	\$25.00 /Cart

- [1] Multiple Day Collection means Contractor shall perform, for each Residential Service Unit, Residential Solid Waste Services on two days each week and Residential Recycling Services on the same day of the week as one of the Residential Solid Waste Services days.
- [2] Cart Rate means the cost for purchase up to and including the initial delivery of the Carts to Residential Service Units. Contractor shall be responsible for the costs associated with the maintenance, delivery after the initial delivery and storage of Carts. Ownership of the Carts in the possession of Residential Service Units at the expiration of the Agreement shall rest with the Contractor.
- [3] Disposal Rate shall be the sole fee charged for the disposal of Solid Waste and Bulk Waste.
- [4] Additional Solid Waste Service means the cost associated with an additional Solid Waste Cart for a Residential Service Unit.
- [5] Additional Solid Waste Cart Disposal Rate shall be equal to Solid Waste Disposal Rate.
- [6] Non-Collection Day Collection Rate shall mean the provision of Solid Waste Collection Services by the Contractor on a day other than the Residential Service Unit's scheduled Collection day.
- [7] Proposer shall provide a choice of the size of Carts for solid waste and recycling (65 & 96-gal) to enable residents to choose the level of service most appropriate for their situation. The default level of service will be the 96 gallon Carts. Recycle Carts shall be a standard blue color with the recycle logo imprinted on the container; provided, however, that the Town may, at its sole discretion, allow for alternative Recycling Cart colors that are clearly marked or colored to easily distinguish them from the Solid Waste Cart and the Green Waste Cart and so long as the recycle logo is clearly displayed. All Carts must be Contractor grade, wheeled containers. Each must have a permanently attached lid, and be designed to easily fit through gates and doors.
- [8] Proposer shall provide residents with a one-time ability to request a change in Cart size. Any additional changes in Cart size will be individually charged to the resident, per Cart.

For clarification, UWS proposed monthly rate for solid waste and recycling collection is \$19.98 which includes collection, disposal, recycling, the container, and the bulky item collection program in the RFP. We provided breakdown numbers as requested, but we want to insure it is clear that these numbers don't get added to Residential Solid Waste Line 1 and Residential Recycling Line 1. Bulky item services is listed for customers that exceed what's allowed.

TOWN OF FOUNTAIN HILLS

COST FORM FOR RESIDENTIAL GREEN WASTE SERVICES

Service Rate	Monday through Friday Collection Week	
	Same Day Collection [1]	Different Day Collection [2]
Residential Green Waste Services		
1. Residential Green Waste Collection Service Rate	\$ /Unit/Month 7.50	\$ /Unit/Month 7.50
2. Residential Green Waste Processing and Marketing Rate	\$ /Unit/Month 3.98	\$ /Unit/Month 3.98

- [1] Same Day Collection means Contractor shall perform both Residential Solid Waste Services and Residential Recycling services on the same day of the week for each Residential Service Unit.
- [2] Different Day Collections means Contractor may perform Residential Solid Waste Services and Residential Recycling Services on different days of the week for each Residential Service Unit.

TOWN OF FOUNTAIN HILLS

COST FORM FOR RESIDENTIAL SOLID WASTE SERVICES, RESIDENTIAL BULK WASTE SERVICES, RESIDENTIAL RECYCLING SERVICES AND TOWN FACILITY RECYCLING SERVICES (continued)

Residential Recycling Processing and Marketing Rate and Town Facility Recycling Processing and Marketing Rate

Type of Recyclable Material [1]	Processing/Marketing Fee [2]	Flat per Ton Payment [3][7]	Revenue Share [4][7]
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	___ % to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	___ % to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	___ % to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	___ % to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	___ % to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	___ % to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	___ % to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	___ % to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	___ % to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	___ % to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	___ % to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	___ % to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	___ % to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	___ % to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	___ % to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	___ % to Contractor

[1] Proposer shall list the type of Recyclable Material.

[2] Processing/Marketing Fee shall be the sole fee charged for the processing and marketing of Recyclable Materials.

[3] Incoming Tons means the tons of recorded at the scale house at the Recycling Facility upon arrival of the Collection vehicle.

[4] Outgoing Tons means the tons of Recyclable Materials sold.

[5] The intent of columns 3 and 4 is to allow the Town to have a baseline by which to compare the cost savings to the Town against the added benefit to the citizens. The Town intends that none of the revenue from Recycling shall be paid to the Town; Contractor shall retain all such revenues.

UWS has included the cost of disposal, processing, and the benefit of the sales of materials in our overall rate for collection. There will not be a separate processing or rebate offered.

TOWN OF FOUNTAIN HILLS

COST FORM FOR NEIGHBORHOOD RECYCLING DROP-OFF SERVICES

- Costs for Neighborhood Recycling Drop-off Services [1]

Collection Frequency	Collection Rate	Container Rental Rate [2]
1 x per week	\$ 275.00 /Container/Month	\$ 0.00 /Container/Month
2 x per week	\$ 550.00 /Container/Month	\$ 0.00 /Container/Month
3 x per week	\$ 825.00 /Container/Month	\$ 0.00 /Container/Month
4 x per week	\$ 1,100.00 /Container/Month	\$ 0.00 /Container/Month
5 x per week	\$ 1,375.00 /Container/Month	\$ 0.00 /Container/Month
6 x per week	\$ 1,650.00 /Container/Month	\$ 0.00 /Container/Month
7 x per week	\$ 1,925.00 /Container/Month	\$ 0.00 /Container/Month

- [1] Neighborhood Recycling Drop-off Services shall be provided via Containers as set forth in the Solid Waste Services Agreement.
- [2] Container Rental Rate shall be the sole fee charged by the Contractor for the purchase, maintenance, delivery and all other costs associated with the Container.

Form 7.2 - Neighborhood Recycling Drop-off Services Processing and Marketing Rate

Type of Recyclable Material [1]	Processing/Marketing Fee [2]	Flat per Ton Payment [3][7]	Revenue Share [4][7]
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	% to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	% to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	% to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	% to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	% to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	% to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	% to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	% to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	% to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	% to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	% to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	% to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	% to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	% to Contractor

- [1] Proposer shall list the type of Recyclable Material.
- [2] Processing/Marketing Fee shall be the sole fee charged for the processing and marketing of Recyclable Materials.
- [3] Incoming Tons means the tons of recorded at the scale house at the Recycling Facility upon arrival of the Collection vehicle.
- [4] Outgoing Tons means the tons of Recyclable Materials sold.
- [5] The intent of columns 3 and 4 is to allow the Town to have a baseline by which to compare the cost savings to the Town against the added benefit to the citizens. The Town intends that none of the revenue from Recycling shall be paid to the Town; Contractor shall retain all such revenues.

UWS has included the cost of disposal, processing, and the benefit of the sales of materials in our overall rate for collection. There will not be a separate processing or rebate offered.

TOWN OF FOUNTAIN HILLS

COST FORM FOR TOWN FACILITY SOLID WASTE SERVICES AND SPECIAL EVENTS SOLID WASTE SERVICES

Costs for Town Facility Solid Waste Services

		Collection Frequency per Week						
Rates		1x	2x	3x	4x	5x	6x	7x
Solid Waste Cart Service								
96 gallons	Collection Rate [1]	11.00	18.00	25.00	32.00	39.00	45.00	175.00
	Disposal Rate [1] [2]							
	Cart Rental Rate [1] [3]							
Container Service								
2 CY	Collection Rate [1]	40.00	60.00	80.00	100.00	120.00	140.00	175.00
	Disposal Rate [1] [2]							
	Container Rental Rate [1] [4]							
4 CY	Collection Rate [1]	55.00	90.00	125.00	160.00	195.00	230.00	260.00
	Disposal Rate [1] [2]							
	Container Rental Rate [1] [4]							
6 CY	Collection Rate [1]	70.00	140.00	210.00	280.00	350.00	420.00	490.00
	Disposal Rate [1] [2]							
	Container Rental Rate [1] [4]							
8 CY	Collection Rate [1]	90.00	180.00	260.00	350.00	430.00	515.00	600.00
	Disposal Rate [1] [2]							
	Container Rental Rate [1] [4]							

[1] Collection Rate, Disposal Rate and Container Rental Rate shall be stated in \$/Container/Month.

[2] Disposal Rate shall be the sole fee charged for the disposal of Solid Waste.

[3] Cart Rate means the cost for purchase up to and including the initial delivery of the Carts to Residential Service Units. Contractor shall be responsible for the costs associated with the maintenance, delivery after the initial delivery and storage of Carts. Ownership of the Carts in the possession of Town Facilities at the expiration of the Agreement shall rest with the Contractor.

[4] Container Rental Rate shall be the sole fee charged by the Contractor for the purchase, maintenance, delivery and all other costs associated with the Container.

Form 6.2 - Costs for Town Facility Recycling Services [1]

Collection Frequency	Collection Rate	Processing/Marketing Fee	Container Rental Rate [2]
1 x per week	\$ 35.00/Container/Month	[3]	\$0.00 /Container/Month
2 x per week	\$ 70.00/Container/Month	[3]	\$ 0.00 /Container/Month
3 x per week	\$ 105.00/Container/Month	[3]	\$ 0.00 /Container/Month
4 x per week	\$ 140.00/Container/Month	[3]	\$ 0.00 /Container/Month
5 x per week	\$ 175.00/Container/Month	[3]	\$ 0.00 /Container/Month
6 x per week	\$ 195.00/Container/Month	[3]	\$ 0.00 /Container/Month
7 x per week	\$ 220.00/Container/Month	[3]	\$ 0.00 /Container/Month

[1] Town Facility Recycling Services shall be provided via Containers as set forth in the Solid Waste Service Agreement.

[2] Container Rental Rate shall be the sole fee charged by the Contractor for the purchase, maintenance, delivery and all other costs associated with the Container.

[3] Shall be equal to the fee for residential recycling processing and marketing as stated in table 5.2 above.

Solid Waste Service Rates include disposal and container rental

TOWN OF FOUNTAIN HILLS

FCOST FORM FOR TOWN FACILITY SOLID WASTE SERVICES AND SPECIAL EVENTS SOLID WASTE SERVICES (continued)

Costs for Special Events Solid Waste Services and Special Events Recycling Services

Solid Waste			
Roll-off Size	Collection Rate	Disposal Rate	Container Rental Rate
10 CY	\$ 220.00 /Container/Pull	\$70.00 /Ton	\$5.00 /Container
20 CY	\$ 220.00 /Container/Pull	[1]	\$5.00 /Container
30 CY	\$220.00 /Container/Pull	[1]	\$5.00 /Container
40 CY	\$220.00 /Container/Pull	[1]	\$5.00 /Container

[1] Disposal Rate shall be equal to Disposal Rate for a 10 CY.

Special Event Recycling Services		
Collection Frequency	Collection Rate	Processing/Marketing Fee
1 x per event	\$15.00 /96 Gallon Cart/Event	[1]
2 x per event	\$20.00 /96 Gallon Cart/Event	[1]
3 x per event	\$30.00 /96 Gallon Cart/Event	[1]
4 x per event	\$40.00 /96 Gallon Cart/Event	[1]
5 x per event	\$50.00 /96 Gallon Cart/Event	[1]
6 x per event	\$60.00 /96 Gallon Cart/Event	[1]
7 x per event	\$70.00 /96 Gallon Cart/Event	[1]

[1] Shall be equal to the fee for residential recycling processing and marketing.

**Universal Waste Systems Inc. will include 1 event free of charge per month as needed for the Town of Fountain Hills. The rates above will be for services in excess of 1 free event per month as needed.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Unviersal Waste Systems Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 9010 Norwalk Blvd	Requester's name and address (optional)
6 City, state, and ZIP code Santa Fe Springs, CA 90670		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								
			-				-	
or								
Employer identification number								
3	3	-	0	1	9	4	5	4

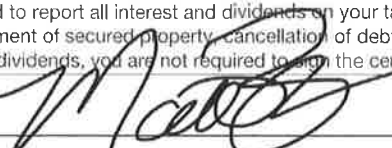
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 11/11/25
------------------	--	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.–China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.–China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

1. Residential Trash-Only Pricing (Without Recycling)

Your rate sheet lists **\$13.25/month** for Residential Solid Waste Service “without recycling.”

Please confirm:

- a. Does **\$13.25/month** include **one 96-gallon trash container collected once per week – or does this include two collections per week?**

*\$13.25 per month is the collection rate for one 96 gallon trash container collected 1 time per week.

- b. If not, what cart size(s) and service level(s) does this rate include?

2. Residential Trash + Recycling Pricing

Your rate sheet lists **\$19.98/month** for combined trash and recycling service.

Please confirm:

- a. Does this **\$19.98/month** rate include **one 96-gallon trash cart and one 96-gallon recycling cart**, each collected once per week?

*Yes, \$19.98 per month is the rate for one 96 gallon trash and one 96 gallon recycling containers collected one time per week.

- b. If different cart sizes or combinations are included, please specify.

*UWS will make smaller container size available at the customer request if necessary for ease of use or space constraints, but there will not be a different rate provided for service.

3. Comparison of Trash-Only vs. Trash + Recycling Rates

Based on your pricing, trash-only appears to be more expensive than trash + recycling if a resident chooses a **second trash-only** pickup.

Please confirm:

- a. If a household receives **two trash-only pickups per week**, is the monthly charge **\$26.50** ($\13.25×2)?

*Yes, if a single customer at random were to request to have two trash only collection the rate is \$26.50 per month.

*If the City as a whole decides to have two trash collection per week and no recycling collection we would propose a different rate because the volume of collections would account for a cheaper rate than \$26.50 per month.

b. If yes, please confirm that this is higher than the \$19.98 trash + recycling option, and is intended as part of your pricing structure.

*Yes, it is higher than the trash + recycling options. The reasoning for that is trash + recycling has density of collection for every house. We looked at the twice per week trash rate to be only an option at random for customers that chose that service and we don't have the density to reduce the costs.

4. Price Hold / Annual Escalator

Please confirm:

a. Will UWS hold all quoted pricing **flat for the full five-year term**?

*No.

b. If not, what annual **percentage increase** does UWS propose?

*UWS would anticipate a standard CPI adjustment and disposal increase at the end of year two with a 5% annual cap. We are willing to negotiate with the County on this matter. Our main objective would be to cover any increase costs.

5. Town Data Environment

Please confirm that UWS understands:

a. The Town of Fountain Hills is **not** a utility provider; and

*Yes, we are aware that the town is not a utility provider.

b. The Town does **not** maintain a customer list, customer database, or API-based customer information system.

*Yes, we understand this.

6. Customer List Creation / Transition Process

If UWS is awarded the contract:

- a. What is UWS's **methodology** for creating an accurate customer list without an existing Town or API file?

*UWS has secured the help of a data company that can provide us with a complete list of residential properties in the City. Our route operations team would start immediately if awarded utilizing that list to audit on collection day for services in the community. We would use this list and audit to prepare our customer list. After gathering all of the information we will upload into our CRM database and send notices to all customers to verify that the service and account information is correct. If there are changes or alterations to be made, they will be provided on the notice with a QR code directing them to a service change form that they can upload the corrected information too and send them back electronically to update our system. Of course they would be able to contact customer service as well, but the QR code will help both parties streamline the process.

Additionally we would hold several town hall style meetings inviting the community to hear about the new services and can sign up and verify services at that meeting.

If customers don't verify or change the service information, we send out in the verification form, we will supply container and services at that level and bill that level as well.

- b. What is UWS's **timeline** and staffing plan for this process?

*The timeline to begin creating an accurate database would be within 30 days of award with a plan to send out service information verification forms (as outlined above) no later than 120 days prior to the start of service to ensure proper rollout and billing.

7. Customer Service Contact & Response Times

Please provide:

- a. The **primary point of contact** UWS will assign for Town-escalated customer issues.

*Matt Blackburn, Executive Vice President

- b. Expected **response times** for:

- Resident complaints

*If called in by 2:00 all complaints will be resolved same day, if called in after 2:00 complaint will be resolved on the next business day by 10:00am.

- **Missed pickups**

*If called in by 2:00 all missed pickups will be resolved same day, if called in after 2:00 complaint will be resolved on the next business day by 10:00am.

- **Cart replacement requests**

*Cart replacement requests are completed on the next collection day. This process ensures that the containers are out for collection and able to be exchanged. The only exception to that is if the container is missing, damaged beyond use, or a safety hazard we will coordinate with the customer for a mutually agreed upon date and switch the containers (normally this is within 24 hours)

- **Bulk requests**

*Bulk requests are scheduled for the collection day in our standard operating procedure.

c. Confirmation whether UWS provides a dedicated municipal service representative.

*Yes, UWS will have a dedicated municipal service representative that will be our representative at all city functions and events, available to the City staff, council, and residents as a point of contact. However, it is important to our ownership team that they be involved as well. So, in addition to the dedicated municipal services representative, a member of the ownership team will always be available at all times.

8. Customer Data Ownership

Is UWS willing to:

a. Provide the Town with a complete customer service data file semi-annually; and

*UWS standard operating procedure is to submit monthly or quarterly compliance reports, with lists of service requests, billing information, customer requests, tonnage and recycling reports, as well as complete customer lists. We will provide them at any time as needed to the City Staff. We believe if we are fortunate enough to be chosen as your contract partner that we treat our services as an open book to you.

b. Provide a final updated file within 30 days of contract termination or expiration?

If we are chosen we hope to be your contractor forever! But we know in all reality changes are made and contracts are won and lost. We will provide all information that you request of us.

UWS has always provided complete customer information, routing information, and 100% cooperated with transitional activities when we are finalizing a contract and transferring services to a new company. You have our 100% commitment that if we are transitioned out, we will ensure that all members of our team portray the utmost of professionalism when dealing with a new vendor. We will be committed to ensuring a smooth transition not only for the city, but the customers that we have serviced.

c. Maintain this data in a standard format (Excel/CSV)?

*Yes our team will provide complete and total customer information in excel/CSV/ or any other file that makes the transition easier for the new company and the city.

9. Transition Management

If UWS is selected:

1. Who will serve as the **single point of contact for implementation and transition?**

*Matt Blackburn, Executive Vice President

2. How frequently does UWS propose meeting with Town staff during the transition period (weekly, biweekly, monthly)?

*We will make ourselves available as often as necessary. I would say bi weekly or in the months leading up to transition and probably weekly for the month before and after transition to make sure everyone is staying up to date, but we are open to be as flexible as needed on this schedule.

3. What transition **checklists/tools will UWS use to ensure accuracy and readiness prior to launch?**

UWS will if awarded work with the City staff to create a checklist with goals and timelines of tasks to be completed. The check list will be a shared document that is in real time as items are completed, this checklist will be used throughout the transition to keep the process in line.

UWS uses our GIGIFleet app once we transition to working in the field delivering containers, removing old containers, servicing containers, and bulk item collections. It is a custom developed AI generated tool that tracks all work order and completed services with pictures, time stamps, GPS tracking, and geocoding to ensure that field operations are completed timely as requested.

10. Pricing

If UWS is selected:

1. Is pricing for the full term and renewals?

*No.

If not, what is proposed after the first term upon time to renew?

*UWS would anticipate a standard CPI adjustment and disposal increase at the end of year two with a 5% annual cap. We are willing to negotiate with the County on this matter. Our main objective would be to cover any increase costs.

EXHIBIT B
TO
SOLID WASTE SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
UNIVERSAL WASTE SYSTEMS, INC.

[Materials Acceptance Protocol]

See following pages.

[Materials Acceptance Protocol]

The following is a list of recyclable materials collected from the Town's residents that will be processed at Contractor's recycling facility:

Plastic Recycling 1-7

Milk jugs

Water & soda containers

Shampoo, soap, detergent bottles

Metal Recycling

Aluminum beverage cans

Food cans

Aerosol cans, completely empty

Glass Recycling

Beverage containers

Food jars

Paper Product Recycling

Printing & writing paper.

Newspaper

Egg cartons

Envelopes

Junk mail

Phone books

Brochures

Magazines

Ream wrapping paper.

Cardboard Recycling

Cardboard boxes (flattened)

Cereal boxes

Frozen food boxes

Poster board

File folders

Paper towel roll core tubes

Shoe boxes



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 2/17/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Development Services
Prepared by: John Wesley, Development Services Director
Staff Contact Information: Phone: 480-816-5138
Email: jwesley@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

DISCUSSION AND POSSIBLE DIRECTION: Relating to creating a Placemaking Strategy for murals on the exterior of buildings.

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 installation of murals on the exterior of buildings in the town. The Community Economic Development Strategy and the Downtown Strategy both contain implementation strategies for placemaking. The utility box murals have 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 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; and,
- Fully funding a private mural installation (100% paid by the business).

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 will be pursued in the coming months: 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 of murals.

The policy that will be used is based on the current policy for painting murals on utility boxes. This policy puts parameters on the type of art that can be displayed and sets standards on the artists selected to paint the murals. The expanded policy for murals on buildings will include options and procedures for Town participation.

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. With Council support, staff is prepared to take those ordinance changes to the Planning and Zoning Commission in March. Once the Commission has completed their review and made a recommendation, they will be scheduled for a public hearing by the Town Council.

Related Ordinance, Policy or Guiding Principle

Zoning Ordinance Chapters 1, 2, and 19

2023 - 2026 Community and Economic Development Strategy, specifically Focus Area 1: Business Attraction, Implementation Strategy "Create a placemaking strategy to enhance the vibrancy of Downtown."

2025 Downtown Strategy, specifically Focus Area 4: Public Spaces/Placemaking, Implementation Strategy "Partner with Southern Arizona Arts and Cultural Alliance (now Art State Arizona) to administer mural and strategic locations identified by the Town."

Risk Analysis

N/A

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

N/A

Staff Recommendation(s)

Staff recommends the Council support proceeding with the necessary zoning ordinance text amendments and policies needed to implement the mural program.

Suggested Motion

No Motion. This item is for discussion and possible direction only.

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

None



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 2/17/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Development Services / Planning
Prepared by: Farhad Tavassoli, Senior Planner
Staff Contact Information: Phone: 480-816-5139
Email: ftavassoli@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Relating to initiate the Fountain Hills Downtown Facade Improvement Program.

Staff Summary (background)

The Town of Fountain Hills is introducing a Downtown Façade Improvement Program to enhance the visual appeal and economic vitality of the district. With an initial budget of \$50,000 annually from the Downtown Strategy Fund, the program offers matching reimbursement grants of up to \$10,000 per property for exterior improvements such as painting, masonry repair, windows, doors, signage, lighting, and ADA upgrades. The initiative aims to create a more welcoming environment that reflects the Town's desert character, supports small businesses, and encourages private investment.

The program includes safeguards to ensure accountability and provide compliance with Arizona's Gift Clause, such as a 50% private match, a five-year maintenance covenant, and a clawback provision. Applications will be accepted through May 2026, with selections announced in June and implementation beginning in July. Eligible applicants include property owners and long-term tenants in the Downtown District who meet specific criteria, including being current on Town fees and free of Town Code violations. Priority will be given to businesses that generate foot traffic and older buildings with deteriorating façades.

Town staff will review the program annually to evaluate its success, identify challenges, and incorporate feedback from applicants. Key performance indicators include application volume, private-to-public investment ratios, visual improvements, and economic outcomes such as increased foot traffic and reduced vacancy rates. Additional details, including eligibility requirements, funding structure, and design guidelines, are provided in the attached document.

Related Ordinance, Policy or Guiding Principle

The purpose of the Downtown Facade Improvement program is consistent with the following previously-approved Resolutions:

- Fountain Hills General Plan (2020)
- Strategic Plan (2022)
- Community Economic Development Strategy (2023)

- Downtown Strategy (2024)

Risk Analysis

N/A

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

N/A

Staff Recommendation(s)

Staff recommends approval to initiate the Downtown Facade Improvement Program as presented.

Suggested Motion

Move to approve initiation of the Downtown Facade Improvement Program.

FISCAL IMPACT

Fiscal Impact: Up to \$50,000 per year.

Budget Reference: FY2026 and future years.

Funding Source: Downtown Strategy Fund (current fund balance of over \$700,000)

ATTACHMENTS

1. Final-Draft-Facade_Improvement_Program

Fountain Hills Downtown Façade Improvement Program

The Town is introducing a Façade Improvement Program to improve the aesthetics in Downtown Fountain Hills. With an initial budget of \$50,000, the program will provide matching reimbursement grants of up to \$10,000 per property to encourage visible, high-quality exterior improvements. The goal is to create a more welcoming, attractive downtown that reflects Fountain Hills' desert character, supports small businesses, and fosters new investment.

The program is designed to address aging or outdated façades and inconsistent aesthetics that currently limit the district's appeal. By lowering the cost barrier for property owners and tenants, the Town can stimulate private investment, improve safety and accessibility, and reinforce a sense of civic pride. Eligible projects include painting, masonry repair, windows, doors, awnings, signage, lighting, shade structures, and ADA upgrades. Applicants must hold an active Fountain Hills business license, be current on all tax obligations, remain free of code violations, and have no pending litigation against the Town.

To safeguard public funds, the program is structured as a reimbursement model with a required 50 percent private match, a five-year maintenance covenant, and a clawback provision if obligations are not met. These measures ensure compliance with Arizona's Gift Clause by demonstrating a clear public purpose, adequate consideration, and enforceable accountability. Applications will be reviewed through a transparent process that begins with a pre-application consultation, followed by committee evaluation and issuance of a Notice to Proceed. Projects must be completed within six months, with inspections at mid-point and completion before reimbursement is issued.

The program is funded as an ongoing \$50,000 expense from the Town's Downtown Fund. Town staff will evaluate the program year-by-year to determine the success of the program, which includes number of applicants and number of improved façade improvements.

In short, the Façade Improvement Program is a strategic, legally sound, and community-focused initiative that combines public investment with private commitment. It will deliver visible improvements, economic growth, and a stronger sense of place, positioning Fountain Hills' Downtown as a vibrant and welcoming destination for years to come.

1. Purpose Statement

The Downtown Façade Improvement Program is designed to catalyze visible, high-quality enhancements. By offering targeted financial investments and technical support, the program aims to reshape the downtown into a welcoming, economically vibrant corridor that serves residents and visitors alike.

1.1 Vision for Downtown

Create an inviting and cohesive environment for residents and visitors alike, where well-maintained storefronts, shade structures, and complementary design elements reflect Fountain Hills' character and climate. This vision supports a thriving mix of shops, eateries, and services anchored by an attractive public realm.

1.2 Program Rationale

Many buildings in the Downtown District exhibit aging façades, deferred maintenance, or inconsistent aesthetics that detract from the visitors' experience, visual appeal and economic activity. By lowering the cost barrier for property owners and tenants, the program addresses these conditions systematically and equitably.

1.3 Strategic Alignment

The Façade Improvement Program is intentionally designed to reinforce Fountain Hills' long-term planning and economic development goals. Rather than operating in isolation, it serves as a tactical extension of broader civic strategies that promote revitalization, resilience, and place-based identity. Specifically, the program aligns with the following initiatives:

- Advances goals in the Fountain Hills General Plan 2020 calling for downtown revitalization and enhanced public spaces
- Supports the Economic Development Strategy's objective to increase private investment and small-business resilience
- Reinforces placemaking priorities in the Town's branding initiative by showcasing Fountain Hills' desert heritage and community pride; and an
- Implementation strategy within the Council-approved Downtown Strategy

1.4 Expected Public Benefits

By investing in the visual and functional quality of downtown storefronts, the Façade Improvement Program delivers tangible returns not only to individual property owners, but to the broader Fountain Hills community. These benefits span economic, aesthetic, and civic dimensions, and include:

- Stimulated private capital investment that multiplies the impact of Town funds
- Enhanced pedestrian comfort and safety through improved lighting, shading, and accessibility
- Strengthened sense of place and civic identity as façades evolve in harmony with local design standards
- Measurable economic uplift via increased foot traffic, new business openings, and higher property values

2. Program Objectives

This program is built around four core objectives. Each objective includes targeted actions and measurable outcomes to ensure that façade improvements deliver lasting benefits for Fountain Hills' Downtown District.

Objective #1: Stimulate Private Investment

Encourage property owners and tenants to commit their own capital toward visible, high-quality façade work by reducing financial risk and highlighting return on investment.

Objective #2: Support Economic Development

Drive increased foot traffic, customer engagement, and business growth by elevating the street-level experience.

Objective #3: Address Safety and Code Compliance

Facilitate exterior upgrades that resolve hazardous conditions, improve accessibility, and ensure conformity with zoning and building codes.

3. Eligibility Criteria

To ensure that grant funds are directed toward projects with the greatest potential for public benefit, the grant program establishes specific eligibility requirements for grant applicants, properties, and proposed improvements. These criteria help maintain fairness, legal compliance, and alignment with the Town's revitalization goals:

3.1 Geographic Boundaries

- Properties must front the public right-of-way within Downtown District.
- All façades facing streets, plazas, or pedestrian pathways in that zone are eligible.

3.2 Grant Applicant Pre-Qualifications

- Property owners in good standing (no unpaid fees).
- Long-term tenants (minimum 12-month lease remaining) with written owner consent.
- Ineligible applicants include Town employees, Council members and their immediate family members, and those involved in pending litigation against the Town.

3.3 Property & Project Eligibility

- Commercial or mixed-use buildings—ground-floor retail, restaurants, offices, and service providers.
- Must involve a visible, exterior improvement: painting, signage, windows/doors, lighting, awnings, masonry repair, ADA enhancements.
- Work must be permanent (no seasonal/pop-up elements) and comply with zoning Chapter 19.04.
- Owners of older buildings with aging façade elements are encouraged to apply.
- Leaseholders must provide proof of owner approval.

3.4 Requirements for Selected Applicants

Applicants who have been selected to receive funding must:

- Be without outstanding code violations or open enforcement actions.
- Have no pending litigation against the Town of Fountain Hills
- Be current on all utility accounts and Town fees.
- Attend a mandatory pre-application meeting with Planning staff to discuss the subsequent Design Review process and confirm scope.

3.5 Ineligible Uses

- Architectural design or engineering expenses
- Interior remodels or roof replacements not tied directly to façade work.
- New building construction or additions.
- Infrastructure upgrades (streetscape, parking lot repaving) unless part of a publicly visible façade element.
- Tools and equipment used for the project
- Commercial messaging or signage of any type or style
- Murals
- Landscape and planter installations that not intended to be permanent installations.

3.6 Required Documentation

Applicants submit the following with their application packet:

- Completed application
- Proof of an active Town-issued business license
- Proof of property tax payment and code-compliance clearance.
- Owner-tenant consent form (if tenant applies).
- Recent color photographs of existing façades.
- Elevations, material samples, and color boards
- Detailed cost estimate from a licensed contractor.

4. Funding Structure

This section details how façade grants are budgeted, awarded, and disbursed, plus the financial safeguards that protect Town funds.

4.1 Program Budget & Funding Source

The program is funded with \$50,000 from the Town's Downtown Fund. Town staff will evaluate the program year-by-year to determine the success of the program, which includes number of applicants and number of improved façade improvements.

4.2 Grant Amount & Match Requirement

- **Matching Rate:** 50% reimbursement of eligible project costs.
- **Maximum Award:** \$10,000 per individual property; Minimum grant of \$1,500 to ensure administrative efficiency.
- **Combined Leverage Goal:** Every \$1 of public grant should spur at least \$1 of private investment.

4.3 Disbursement & Reimbursement Process

1. **Notice to Proceed:** Issued when the grant agreement is fully executed.
2. **Design Review Approval and Building Permits, if necessary:** Applicant selected to receive grant must file for Design Review by Planning staff and obtain building permits obtain.
3. **Project Completion:** Work must finish by March 31, 2026 of Notice to Proceed.
4. **Submission of Documentation:** Applicant delivers paid invoices, lien waivers, proof of payment, and before/after photos.
5. **Final Inspection:** Staff planners to verify compliance with approved scope and design guidelines. Building official and inspectors may be consulted as necessary
6. **Reimbursement Payment:** Processed within 30 days of inspection.

4.4 Grant Application Review Timeline and Applicant Priority

- **April 2026:** Program announcement.
- **May 2026:** Applications due.
- **June 2026:** Panel review and applicant selection.
- **July 2026 through March 2027:** Program implementation.
- Business establishments that generate more foot traffic, such as eateries and retail stores, will be given priority over office facilities.
- Older buildings with deteriorating façades will be given priority over newer properties with recent façade treatments.

4.5 Financial Safeguards

- All grants require a **matching fund deposit** or proof of financing before work begins.
- A **maintenance covenant** ensures improvements remain in good condition for at least five years.
- A **clawback provision** recovers Town funds if obligations (e.g., maintenance, project completion) are not met.

5. Design Guidelines

This section defines the aesthetic guidelines and technical standards for all façade improvements within the Downtown District. Designs should honor Fountain Hills’ unique character, enhance the visitors’ experience and promote long-term durability. At a minimum, all architectural review standards must comply with Chapter 19 (Architectural Review Standards) of the Fountain Hills Zoning Ordinance.

5.1 Overarching Principles

Façade work must do one or more of the following:

- Complement adjacent buildings in scale, rhythm, and proportion
- Prioritize transparency at street level (windows, display areas)
- Provide human-scale elements (recessed entries, seating niches)
- Create shade and shelter through canopies or overhangs

5.2 Architectural Style & Materials

Approved materials include:

- Masonry (brick, stone, concrete block)
- Smooth or textured stucco
- Metal panels (aluminum, steel) with matte or low-sheen finishes
- Wood or composite in natural or muted tones for design accents
- High-performance glazing (low-e, tinted)

Avoid synthetic veneers, highly reflective metals, or vinyl spandrel panels.

5.3 Color Palette & Finishes

- Limit each façade to a maximum of three primary colors (body, trim, accent)
- Earth tones and muted pastels that reflect desert landscapes
- Coordinated accent hues for doors, window frames, and awnings
- Low-gloss or matte paint to reduce glare

5.4 Awnings, Canopies & Outdoor Structures

- Canvas awnings on metal frames, with straight or gently curved profiles
- Fixed metal canopies with integrated drainage and underside lighting
- Extended height limited to upper edge of second-story windows
- No more than 30 percent transparent panels on canopy undersides

5.5 Lighting

- Wall-mounted fixtures that direct light downward (full cut-off)
- Pedestrian-scale sconces flanking entries and display windows
- Accent lighting to highlight architectural details, not flood the streetscape
- Use of LED bulbs rated for 50,000-hour service life
- Must comply with Zoning Ordinance Chapter 8, Outdoor Lighting Control Ordinance

5.6 Accessibility & Safety

As needed, improvements on all properties must:

- Comply with ADA requirements for ramps, thresholds, handrails, and path widths
- Provide clear signage and tactile ground-surface indicators at entrances
- Ensure exterior finishes are slip-resistant in wet conditions
- Incorporate security glazing or laminated glass in high-traffic areas

5.7 Sustainability & Energy Efficiency

The Town encourages:

- Materials with recycled or locally sourced content
- High-efficiency doors and windows (ENERGY STAR rated)
- Rain-capturing planters at storefront bases
- Solar shading devices (perforated metal screens, louvers)

5.8 Compliance Review & Deviations

- Applicants submit detailed elevations, material samples, and color boards.
- Staff performs an administrative review for basic compliance.
- Significant departures or alternative materials require Design Review body approval.
- Minor adjustments (up to 10 percent change in color or material) may be approved administratively upon written request.

6. Review Process for Successful Grant Applicants

A clear, step-by-step workflow ensures transparency, timeliness, and accountability from initial inquiry through final reimbursement.

6.1 Overview

Successful applicants must move through five main phases:

1. Design Review pre-application consultation
2. Formal Submission for Design Review & Completeness Check
3. Design Review completion by staff.
4. Notice to Proceed & Grant Agreement
5. Project Implementation, Final Inspection & Reimbursement

6.2 Pre-Application Consultation

Before applying, every applicant must meet with Planning staff to:

- Review project scope and eligibility
- Discuss architectural design review and zoning requirements
- Identify required supporting materials as needed
- Obtain a signed “Pre-App” form to include with the submission

Pre-application meetings help reduce incomplete applications and costly redesigns later.

6.3 Formal Submission & Completeness Check

Applicants submit a packet via online portal, including:

- Completed online application for Design Review and associated fees
- Owner-tenant consent (if tenant applies)
- Scaled elevation drawings, material/color samples, and site photos
- Detailed cost estimate and contractor license information

Within 10 business days of receipt, staff conducts a completeness check:

- Acceptable: all items present → forward to staff reviewers
- Incomplete: missing or unclear items → notify applicant to revise within 15 days

6.4 Grant Application Review Committee Evaluation

A standing internal Committee (3–5 members: Planning, Public Works and Economic Development staff) will meet in June 2026 to score grant applications using a published rubric:

Criteria	Weight	Description
Visual Impact	30%	Alignment with guidelines; before/after comparison
Economic Benefit	20%	Foot-traffic potential; business viability
Community Identity	20%	Use of local materials, colors, public art
Feasibility & Readiness	20%	Permits secured; realistic timeline
Gift Clause Safeguards	10%	Match, covenant, clawback compliance

Decisions:

- **Approve** as submitted
- **Approve with Conditions** (e.g., adjust color, add signage)
- **Defer** (applicant to submit revisions)
- **Deny** (does not meet objectives or guidelines)

Committee issues its decision and written feedback within 5 business days of meeting.

6.5 Notice to Proceed & Grant Agreement

Once approved:

- Applicant signs Grant Agreement outlining scope, timeline, maintenance covenant, and clawback terms
- Town issues “Notice to Proceed” valid for 60 days
- Applicant provides proof of match funding or deposit
- Applicant files for Design Review and building permits (as needed)

All work must start within the Notice period or risk forfeiture.

6.6 Project Implementation & Site Inspections

During construction:

- Applicant updates staff on milestones (e.g., demolition complete, painting started)
- Planning staff conduct at least two site inspections:
 - **Mid-Project Check:** confirm work aligns with approved plans
 - **Pre-Final Walk-Through:** identify any punch-list items

Applicants may request one written modification (e.g., minor color change) subject to administrative approval.

6.7 Final Inspection & Reimbursement

Upon completion:

- Applicant submits paid invoices, lien waivers, and high-resolution before/after photos
- Staff performs final inspection to certify work matches approved scope
- Finance processes reimbursement within 30 days, issuing up to the grant cap

Reimbursements are pro-rated if costs exceed estimates; unused contingency remains with the Town.

6.8 Appeals & Amendments

If an applicant disagrees with a denial or condition:

- Submit written Appeal Request to the Town Manager or designee within 10 business days of decision
- Town Manager or designee issues a final determination within 20 business days

Amendments during the project (scope or cost changes exceeding 15%) require Committee re-review.

7. Program Evaluation

Town staff will review the program annually to determine success of the program. Staff will discuss successes, challenges, and incorporate feedback from applicants to review the following:

- Public value and possible continued funding
- Strengths, weaknesses, and equity gaps
- Discuss possibilities for renewal, modification, or termination of the program
- Prepare to discuss results to stakeholders and the community

7.1 Key Performance Indicators

Metric Category	Metric	Data Source	Responsible Party
Program Uptake	Applications submitted; approvals granted	Program database; online portal records	Planning Department
Investment Leverage	Private-to-public investment ratio	Applicant financial reports; grants ledger	Finance Department
Visual Impact	Façade area improved (sq. ft.); design score	Before/after photo archive; Design Review records	Planning Staff
Economic Outcomes	Foot traffic; vacancy rate	Feedback from grant recipients; property records	Economic Development Department
Process Efficiency	Time from application to Notice to Proceed	Program tracking log	Planning Department

7.2 Reporting & Continuous Improvement

Staff will incorporate evaluation results into the annual progress report to the Council, which will also summarize key metrics, notable successes, and lessons learned. By systematically tracking these metrics, Fountain Hills will ensure that the Downtown Façade Improvement Program delivers measurable benefits, adapts to changing needs, and remains a cornerstone of the Downtown District's revitalization strategy.

8. Outreach & Support

To ensure property owners and tenants are aware of the program and feel confident navigating the application process, the Town will implement a focused outreach and support strategy using existing communication channels and scalable tools.

8.1 Outreach Strategy

The Town will announce the program through a press release, website update, and email notifications to Downtown District property owners and business license holders. Basic program information will also be shared via social media and the Chamber of Commerce.

8.2 Support Services

Planning staff will offer one-on-one consultations by appointment. An online application guide, sample design materials, and FAQ page will be available online to assist applicants.

8.3 Communication Tools

Program materials—including brochures, eligibility maps, and contact information—will be available at Town Hall and online. A dedicated webpage will host all forms, deadlines, and updates.



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 2/17/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Public Works / Engineering
Prepared by: Justin Weldy, Public Works Director
Staff Contact Information: Phone: 480-816-5133
Email: jweldy@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Relating to Amendment #1 to Contracts 2024-049 through 2024-053 for On-Call Stormwater Maintenance and Emergency Response Services

Staff Summary (background)

The Town's stormwater system consists of approximately 69 miles of washes (378 acres), 407 catch basins, and more than 73,000 linear feet of storm drains and culverts. Annual maintenance and inspections are conducted to ensure proper drainage and overall system condition. During and after storm events, Town staff coordinate with on-call storm service contractors to remove sediment, debris, and obstructions from low-flow crossings, streets, and drainage infrastructure.

Because the Town has limited in-house staffing and does not maintain the specialized equipment necessary to respond to storm-related damage in a timely manner, it is essential to maintain on-call contractor support to protect public safety and restore roadway access as quickly as possible.

During the late summer and fall storm events of 2025, the Town experienced significant runoff impacts that required immediate contractor response. While the Town currently holds five on-call stormwater service contracts, only two contractors had the staffing and availability to respond when needed. Additionally, the current contract limit of \$50,000 per term significantly constrained the amount of work that could be completed, limiting contractor mobilization and prolonging recovery efforts.

To improve the Town's ability to respond effectively to future storm events, the Public Works Department is recommending approval of Amendment #1 to five (5) contracts, 2024-049 through 2024-053 with Carume Contracting Quality Construction, LLC; DRC Emergency Services, LLC; Verde Valley Landscaping; T & T Construction, Inc. and Visus Engineering Construction, Inc. This amendment would increase each of the contract amounts by \$100,000, raising the not-to-exceed total from \$50,000 to \$150,000 per term of service. This increase will provide the capacity necessary to ensure adequate contractor support and help maintain the safety of residents and roadway users during and after storm events.

Related Ordinance, Policy or Guiding Principle

Public Works Mission Statement

Risk Analysis

Failure to secure these contracts could result in delayed response times for debris and sediment removal.

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

N/A

Staff Recommendation(s)

Staff recommends approval of Amendment #1 to Contracts 2024-049 through 2024-053

Suggested Motion

Move to approve Amendment #1 to Contracts 2024-049 through 2024-053 for on-call stormwater maintenance and emergency response services with Carume Contracting Quality Construction, LLC; DRC Emergency Services, LLC; Verde Valley Landscaping; T & T Construction, Inc.; and Visus Engineering Construction, Inc., increasing the not-to-exceed contract amount by \$100,000 per contract, from \$50,000 to \$150,000 per term of service.

FISCAL IMPACT

Fiscal Impact: Approval would increase each of the five (5) contracts from \$50,000 to \$150,000 for the term.

Budget Reference: FY26 and future year renewal years.

Funding Source: Public Works Department

ATTACHMENTS

- | | |
|----|-------------------------------|
| 1. | 2024-049.1_Carume Contracting |
| 2. | 2024-050.1_DRC |
| 3. | 2024-051.1_T&T |
| 4. | 2024-052.1_Verde Valley |
| 5. | 2024-053.1_Visus |

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
CARUME CONTRACTING QUALITY CONSTRUCTION, LLC**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “First Amendment”) is entered into upon execution, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”) and Carume Contracting Quality Construction, LLC, an Arizona limited liability company (the “Vendor”).

RECITALS

A. The Town and the Vendor entered into a Professional Services Agreement (the “Agreement”), dated May 20, 2024, for the Consultant to provide “On Call Storm Clean Up” (the “Services”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that it is necessary to increase funds on the Agreement with the Vendor for Services.

C. The Town and the Vendor desire to enter this First Amendment to amend the Agreement to provide compensation to the Consultant for the 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. **Compensation.** The Town shall pay Vendor an amount not to exceed **\$150,000** per Term for the Services.

2. **Effect of Amendment.** In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. **Non-Default.** By executing this First Amendment, the Vendor affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all

claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

4. Conflict of Interest. This First Amendment and the Agreement may be cancelled by the Town pursuant to Ariz. Rev. Stat. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
DRC EMERGENCY SERVICES, LLC**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “First Amendment”) is entered into upon execution, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”) and DRC Emergency Services, LLC, an Alabama limited liability company (the “Vendor”).

RECITALS

A. The Town and the Vendor entered into a Professional Services Agreement (the “Agreement”), dated May 20, 2024, for the Consultant to provide “On Call Storm Clean Up” (the “Services”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

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[SIGNATURES ON FOLLOWING PAGES]

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
T & T CONSTRUCTION, INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “First Amendment”) is entered into upon execution, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”) and T & T Construction, Inc., an Arizona corporation (the “Vendor”).

RECITALS

A. The Town and the Vendor entered into a Professional Services Agreement (the “Agreement”), dated May 20, 2024, for the Consultant to provide “On Call Storm Clean Up” (the “Services”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that it is necessary to increase funds on the Agreement with the Vendor for Services.

C. The Town and the Vendor desire to enter this First Amendment to amend the Agreement to provide compensation to the Consultant for the Services.

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[SIGNATURES ON FOLLOWING PAGES]

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
LALLA SALMA LLC
DBA
VERDE VALLEY LANDSCAPING**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “First Amendment”) is entered into upon execution, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”) and Lalla Salma LLC, dba Valley Verde Landscaping, an Arizona limited liability company (the “Vendor”).

RECITALS

A. The Town and the Vendor entered into a Professional Services Agreement (the “Agreement”), dated May 20, 2024, for the Consultant to provide “On Call Storm Clean Up” (the “Services”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

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C. The Town and the Vendor desire to enter this First Amendment to amend the Agreement to provide compensation to the Consultant for the 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. **Compensation.** The Town shall pay Vendor an amount not to exceed **\$150,000** per Term for the Services.

2. **Effect of Amendment.** In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this First Amendment, the Vendor affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

4. Conflict of Interest. This First Amendment and the Agreement may be cancelled by the Town pursuant to Ariz. Rev. Stat. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
VISUS ENGINEERING CONSTRUCTION, INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “First Amendment”) is entered into upon execution, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”) and Visus Engineering Construction, Inc., an Arizona corporation (the “Vendor”).

RECITALS

A. The Town and the Vendor entered into a Professional Services Agreement (the “Agreement”), dated May 20, 2024, for the Consultant to provide “On Call Storm Clean Up” (the “Services”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that it is necessary to increase funds on the Agreement with the Vendor for Services.

C. The Town and the Vendor desire to enter this First Amendment to amend the Agreement to provide compensation to the Consultant for the 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. Compensation. The Town shall pay Vendor an amount not to exceed **\$150,000** per Term for the Services.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this First Amendment, the Vendor affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all

claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

4. Conflict of Interest. This First Amendment and the Agreement may be cancelled by the Town pursuant to Ariz. Rev. Stat. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 2/17/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Public Works
Prepared by: Justin Weldy, Public Works Director
Staff Contact Information: Phone: 480-816-5133
Email: jweldy@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Relating to Job Order Contracts for Electrical Services

Staff Summary (background)

The Town's current contracts for electrical repair and maintenance services have reached their term limits, with no additional renewal options available. To ensure continuity of these essential services, and to consolidate electrical repair needs under a more efficient contracting structure, the Town published Request for Proposals (RFP) No. 2025-026 for Job Order Contracting (JOC) Electrical Services.

Following a thorough review of proposals by an internal evaluation committee consisting of staff from the Public Works, Community Services, and Engineering Departments, the Town selected three (3) qualified contractors for award:

- Jenco Electric, LLC
- Go To Services, Inc.
- Geuther Electrical, LLC

Each selected vendor will enter into a Master Agreement reviewed and approved as to form by the Town Attorney.

Each agreement will be issued for an amount not to exceed \$150,000 per year, for an initial one-year term with up to four (4) additional one-year renewal options. Contractors will be utilized on an as-needed basis, depending on project requirements and the availability of budgeted funds. Award of these contracts does not encumber Town funds and the annual contract limits are not intended to be exhausted each year.

Job Order Contracting Overview

The Town has utilized Job Order Contracts for many years as an efficient and State of Arizona-approved procurement method. JOC contracts allow the Town to complete recurring repair, maintenance, and small capital improvement projects through competitively awarded, multi-year agreements with pre-established unit pricing.

Electrical JOC services are routinely needed to support Town infrastructure, including;

- Facility electrical maintenance
- Emergency power and service restoration
- Preventative maintenance and system upgrades
- Electrical work associated with capital improvement projects

Benefits of JOC Electrical Contracts;

The use of JOC Electrical Services provides the Town with several key advantages.

Efficiency and Timely Response

JOC contracts allow projects to be initiated quickly without the need to conduct a separate formal bid process for each repair. This streamlined approach is especially valuable for urgent or emergency electrical issues requiring immediate response.

Cost Control and Predictability

Unit pricing is competitively established through the procurement process, providing transparency and consistency in project costs while reducing the likelihood of cost overruns.

Flexibility for On-Call Electrical Needs

Electrical maintenance demands can vary throughout the year. JOC agreements provide the Town with the flexibility to assign work to qualified contractors based on availability, workload, and project scope.

Quality and Contractor Qualification

All selected contractors were evaluated based on qualifications, experience, capacity, and performance history, ensuring that only reputable firms are available to perform work on Town facilities and infrastructure.

Accountability and Oversight

Although JOC contracting expedites procurement, it maintains strong accountability. Contractors must adhere to contract terms, established pricing, and Town performance expectations, with oversight provided by Town staff.

Related Ordinance, Policy or Guiding Principle

This action is consistent with the Town's procurement policies and the Arizona State Procurement Code, which authorizes the use of Job Order Contracting (JOC) as an approved alternative project delivery method for construction, repair, and maintenance services. Award of these contracts supports the Town's responsibility to maintain critical public infrastructure, ensure operational continuity of Town facilities, and provide timely response to electrical repair and emergency service needs.

Risk Analysis

If not approved, the Town would face several operational and financial risks:

- **Service Disruption Risk:** The Town's existing electrical repair contracts have reached their term limits with no renewal options. Without replacement contracts in place, the Town may experience gaps in coverage for routine and emergency electrical repairs.

- **Reduced Emergency Response Capability:** Electrical failures affecting Town facilities, or critical infrastructure may require immediate response. Without on-call contractors available through a JOC agreement, response times could be significantly delayed, increasing public safety concerns.
- **Increased Procurement Delays:** Without JOC contracts, each electrical repair or maintenance project would require a separate procurement process, resulting in longer project timelines, additional administrative burden, and delayed completion of necessary work.
- **Higher Cost Exposure:** Emergency procurements or short-notice contracting may lead to higher costs, reduced pricing competitiveness, and less predictable budgeting compared to pre-established JOC unit pricing.
- **Deferred Maintenance and Infrastructure Impacts:** Inability to address electrical maintenance needs promptly could result in deferred repairs, increased deterioration of Town assets, and higher long-term replacement costs.

Overall, failure to approve these agreements would limit the Town's ability to efficiently maintain electrical systems and respond to critical infrastructure needs in a timely and cost-effective manner.

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

N/A

Staff Recommendation(s)

Staff recommends approval of the Job Order Contracting (JOC) Electrical Services agreements under RFP No. 2025-026 with Jenco Electric, LLC; Go To Services, Inc.; and Geuther Electrical, LLC, each in an amount not to exceed \$150,000 per year, for an initial one-year term with up to four additional one-year renewal options.

Approval of these agreements will ensure continuity of electrical repair and maintenance services for Town facilities and infrastructure, provide timely response capability for routine and emergency electrical needs, and allow the Town to efficiently manage projects through a competitively awarded, cost-effective contracting method.

Suggested Motion

Move to approve the award of Job Order Contracting (JOC) Electrical Services agreements, 2026-055, 2026-056, and 2025-057, under RFP No. 2025-026 to three qualified contractors, each in an amount not to exceed \$150,000 per year.

FISCAL IMPACT

Fiscal Impact: Not to Exceed \$150,000 per agreement per term

Budget Reference: N/A

Funding Source: Public Works. Community Services, Streets, Facilities and Capital Projects fund

ATTACHMENTS

1. 2026-057_Jenco
2. 2026-056_Go To Services
3. 2026-055_Geuther Electrical

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
JENCO ELECTRIC, LLC
D/B/A
JENCO, INC.
D/B/A
JEN ELECTRIC
D/B/A
JEN SERVICE**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into upon execution between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”) and Jenco Electric, LLC, an Arizona limited liability company (the “Vendor”), d/b/a Jenco, Inc., d/b/a Jen Electric, d/b/a, Jen Service.

RECITALS

A. The Town issued Requests for Proposals (RFP) No. 2025-026 (the “RFP”), a copy of which is on file with the Town and incorporated herein by reference, seeking bids for “Job Order Contracting Electrical Services” (the “Services”).

B. The Vendor responded to the RFP by submitting a proposal (the “Proposal”), attached hereto as Exhibit A and incorporated herein by reference.

C. The Town desires to enter into an Agreement with the Vendor to perform the Services, as set forth below.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date of execution and attested to by the Town Clerk pursuant to Section 3-3-31 of the Town Code, and shall remain in full force and effect until June 30, 2026 (the “Initial Term”), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up four successive one-year terms (the “Renewal Term”) if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal, (ii) 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 (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), 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 the Renewal Term 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 Services as set forth in Exhibit B and incorporated by this reference. Services shall only be provided when the Town identifies a need and proper authorization and documentation have been approved. For project(s) determined by the Town to be appropriate for this Agreement, the Vendor shall provide the Services to the Town on an as-required basis relating to the specific Services as may be agreed upon between the parties in writing, in the form of a written acknowledgment between the parties describing the Services to be provided (each, a "Work Order"). Each Work Order issued for Services pursuant to this Agreement shall be (i) in the form provided and approved by the Town for the Services, (ii) contain a reference to this Agreement and (iii) be attached to hereto as Exhibit C and incorporated herein by reference. By signing this Agreement, Vendor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. The Town does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.

3. Compensation. The Town shall pay the Vendor an amount not to exceed **\$150,000** per Term at the rates set forth in the Fee Proposal attached hereto as Exhibit A previously set forth herein.

4. Payments. The Town shall pay the Vendor monthly (and the Vendor shall invoice the Town monthly), based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All invoices and statements shall be emailed to accountspayable@fountainhillsaz.gov. This Agreement must be referenced on all invoices. Town Finance will not disburse any payments to Vendors without a valid business license, as applicable.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Vendor Personnel. Vendor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Vendor agrees to assign specific individuals to key positions. If deemed qualified, the Vendor is encouraged to hire Town residents to fill vacant positions at all levels. Vendor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or

replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Vendor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Vendor's performance. The Vendor shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Vendor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor. The Town has no obligation to provide Vendor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Vendor.

9. Performance Warranty. Vendor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

10. Indemnification. To the fullest extent permitted by law, 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, breach of contract, 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. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Vendor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Vendor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Vendor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured; the Town's insurance shall be non-contributory and a waiver of subrogation against the Town shall apply.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Vendor. Vendor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Vendor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Vendor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Agreement and insurance requirements set forth herein protecting the Town and Vendor. Vendor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Vendor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Vendor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Vendor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Vendor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Vendor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Vendor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Vendor's owned, hired and non-owned vehicles assigned to or used in the performance of the Vendor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Vendor engages in any professional services or work in any way related to performing the work under this Agreement, the Vendor shall

maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Vendor, or anyone employed by the Vendor, or anyone for whose negligent acts, mistakes, errors and omissions the Vendor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. Vendor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

12. Termination; Cancellation.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Vendor of written notice by the Town. Upon termination for convenience, Vendor shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Vendor for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Vendor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Vendor for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its

departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Vendor to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Vendor, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Vendor fully informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Vendor shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Vendor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Vendor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Vendor, its employees or subcontractors. The Vendor, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Vendor meets the requirements as agreed in Section 2 above and in Exhibit A. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Vendor do not intend to nor will they combine business operations under this Agreement.

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

13.3 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.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Vendor.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Vendor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Agreement by Vendor.

13.9 Subcontracts. No subcontract shall be entered into by the Vendor with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Vendor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Vendor.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy

available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Vendor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Vendor any amounts Vendor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Vendor any amounts Vendor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.14 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 (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) 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: Jenco Electric, LLC
15990 N. Greenway Hayden Loop C -110

Scottsdale, Arizona 85260
Attn: Jen Meacham

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 (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) 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.

13.15 Confidentiality of Records. The Vendor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Vendor's duties under this Agreement. Persons requesting such information should be referred to the Town. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under subsection 13.17 below, Vendor's and its subcontractor's 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 (A) evaluation and verification of any invoices, payments or claims based on Vendor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, 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 subsection. 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 subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 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.

13.18 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.

13.19 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.

13.20 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved invoices, and the RFP, and the Proposal, the documents shall govern in the order listed herein.

13.21 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

13.22 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Vendor. Vendor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Vendor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

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

FOR THE TOWN OF FOUNTAIN HILLS:

Town Manager

ATTESTED TO:

Town Clerk



APPROVED AS TO FORM:

Town Attorney

FOR THE CONTRACTOR:

By:

Name _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
JENCO ELECTRIC, LLC
D/B/A
JENCO, INC.
D/B/A
JEN ELECTRIC
D/B/A
JEN SERVICE

[Vendor's Proposal]

See following pages.



[JENCO ELECTRIC LLC] RESPONSE DOCUMENT REPORT

RFP No. RFP-2025-026

[JOC Electrical Services](#)

RESPONSE DEADLINE: November 5, 2025 at 5:00 pm

Report Generated: Wednesday, January 21, 2026

Jenco Electric LLC Response

CONTACT INFORMATION

Company:

Jenco Electric LLC

Email:

jmeacham@jencoinc.com

Contact:

Jen Meacham

Address:

15990 N. Greenway Hayden Loop C-110
Scottsdale, AZ 85260

Phone:

N/A

Website:

www.jencoinc.com

Submission Date:

Oct 30, 2025 12:38 PM (Mountain Time - Arizona)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Oct 30, 2025 12:38 PM by Jen Meacham

QUESTIONNAIRE

1. Certification

By confirming questions under this section, the Vendor certifies:

NO COLLUSION*

Pass

The submission of the Proposal did not involve collusion or other anti-competitive practices.

Confirmed

NO GRATUITY*

Pass

It 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 Town employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the Town Manager, Assistant Town Managers, Department Heads, and other Town staff. All contact must be addressed to the Town's Procurement Agent, except for questions submitted as set forth in Subsection 1.4 (Inquiries), above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

Confirmed

FINANCIAL STABILITY*

Pass

It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

Confirmed

NO SIGNATURE/FALSE OR MISLEADING STATEMENT*

Pass

The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the Proposal and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

Confirmed

PROFESSIONAL SERVICES AGREEMENT*

Pass

In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

Confirmed

REFERENCE CHECKS*

Pass

References will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the Town's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the Town to verify references shall result in the Proposal being considered non-responsive.

Confirmed

2. Vendor Proposal

GENERAL INFORMATION*

Pass

- A. One page cover letter as described in the section titled ["RFP Submission Process"](#), the subsection titled "Required Submittal".
- B. Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the Proposal.
- C. Identify the location of the Vendor's principal office and the local work office, if different. Include any documentation that supports the Vendor's authority to provide services in Arizona.
- D. Provide a general description of the Vendor's organization, including years in business.
- E. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five years. Briefly describe the circumstances and the outcome.
- F. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

Jenco_General_Information.pdf

EXPERIENCE AND QUALIFICATIONS OF THE VENDOR*

Pass

- A. Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the Town, specifically relating experience with respect to JOC Electrical Services.
- B. Vendor must demonstrate successful completion of at least three similar projects within the past 60 months. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this project in size, nature and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:
 - 1. Name of company or organization.
 - 2. Contact name.
 - 3. Contact address, telephone number and e-mail address.
 - 4. Type of services provided.
 - 5. Dates of contract initiation and expiration.

Jenco_Experience_&_Qualifications.pdf

KEY POSITIONS*

Pass

- A. Identify each key personnel member that will render services to the Town including title and relevant experience required, including the proposed project manager and project staff.
- B. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the Town.
- C. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.
- D. Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.

Jenco_Key_Positions.pdf

PROJECT APPROACH*

Pass

- A. Describe the Vendor's approach to performing the required Services in the section titled [Scope of Work](#), and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff.
- B. Describe any alternate approaches if it is believed that such an approach would best suit the needs of the Town. Include rationale for alternate approaches, and indicate how the Vendor will ensure that all efforts are coordinated with the Town's Representatives.

Jenco_Project_Approach.pdf

PRICING*

Pass

Jenco_Pricing.pdf

W-9

Pass

W-9_2025_Jenco_Signed_05-07-2025.pdf

DOES THE BID CONTAIN ANY CONFIDENTIAL INFORMATION?*

Pass

Please clearly mark any confidential information.

No

7.2 VENDOR PROPOSAL

7.2.1 GENERAL INFORMATION

A. COVER LETTER



October 30, 2025

Members of the Selection Committee:

On behalf of Jenco Inc it is my pleasure to present our qualifications for consideration and selection as part of the Town of Fountain Hill's Job Order Contracting program, for the Electrical Services contract. We have read and understood all of the elements laid out in the JOC Contract.

Anyone can make bold promises, but not everyone can actually deliver. Over the past 35 years Jenco has built the reputation for fulfilling on our commitments and we've developed a proven strategy to deliver time and time again. We are a technology driven, innovative company that prides itself in using cutting-edge practices to stay ahead of our competition. We work diligently so that our customers can continue to run their businesses and focus on their work, rather than manage their electrical contractor.

From the time a service request is received, or the bell rings for a project, a specially formed Jenco team launches into action utilizing our expertise and vast capabilities to ensure constructability, foresee obstacles, and develop a strategy to bring the project in on time and within budget. We work to understand each of our customer's concerns, identify their needs, and diligently work to uncover what will truly satisfy them. We provide a peace of mind - whether work is being performed in a fully occupied and operational data center or 911 call center, library, school, airport, office building or any other type of facility, our team has the proven ability, necessary resources and management skills to satisfy the customer each and every time.

Our ability to leverage technology, coordinate across internal teams and recognize opportunities for improvement for our customers BEFORE construction starts or delays occur has proven to be of great value to our clients and owners. Jenco's cross functional practices for drawing reviews, proactive preconstruction meetings and processes for confirming Conditions of Satisfaction with our clients, ensure compliance with their real-world situations.

In addition to specific projects, we also offer solutions for preventative maintenance, arc flash studies, annual safety inspections, infrared scanning, and periodic safety checks. Our clients have been able to avoid downtimes and have saved money, time and avoided lost productivity and missed opportunities.

At Jenco, we have a principle to respond to our customers within a timely matter. The Town of Fountain Hill's team will have one point of contact. This person will launch into action to coordinate across teams, so that you don't have to. The Jen Service Division Leader, Jeff Nihart, will serve as this point of contact. His email is jnihart@jencoinc.com and his cell is 269-244-0199.

We are available 24x7x365 for emergency service calls, and we can have an electrician onsite within just two hours. Standard service calls are handled quickly and efficiently at the lowest cost possible. We also understand that at times work will be required to be completed during off hours. Our team has the flexibility to adjust to the customers' needs should the project require after-hours execution.

I am confident in our ability to execute the Town of Fountain Hills' JOC Program and I am confident we will be able to provide superior service.

A handwritten signature in black ink, appearing to read "Kelly Anderson", is written over a horizontal line.

Kelly Anderson, Founder & President
kanderson@jencoinc.com - (480)-513-1611

CL



B. Vendor Identification Information

Legal Name: Jenco Electric LLC

Address: 15990 N. Greenway Hayden Loop C-110 Scottsdale, AZ 85260

FIN: 27-1284759

Legal Form: LLC

Authorized Individual: Kelly Anderson, President

Parent Company: Criticore Group

Contact Person: David Meacham, Project Executive, dmeacham@jencoinc.com 480-467-9881

C. Location

Jenco's office is located at 15990 N. Greenway Hayden Loop C-110, Scottsdale, AZ 85260. All of the work performed for this JOC contract will be coordinated out of this location. We are conveniently located and able to quickly respond to any requests. We hold CR-11 and A-17 licenses in Arizona. Our service and small contracts team, Jen Service, would fully execute this JOC. Jenco Inc dba Jen Service's CR-11 is ROC261912.

D. General Description

Jenco is a 35-year old fully licensed and insured electrical contractor located in Scottsdale, Arizona. We are structured to handle projects of all scopes and sizes with teams specializing specifically in commercial, service, and JOC electrical work.

E. Contract History

Jenco, or any of our officers, have never had a contract or subcontract terminated.

F. Contract Litigation

Jenco does not have any claims arising from a contract which resulted in litigation or arbitration within the last five years.

7.2.2 EXPERIENCE & QUALIFICATIONS OF THE JENCO

A. Detailed Description of Jenco's Experience

The Jenco Inc. team dedicated to the City of Fountain Hills has combined over a hundred years of experience in the electrical industry. Our abilities to serve at all levels, from urgent troubleshooting calls to ultra complex new construction projects, and everything in between, will allow for the City to have a preferred and trusted contractor ready at hand. Our team not only has the experience to perform and satisfy clients, but also navigating local procurement codes and regulations, as they have JOC and CoOp partnership experience measured in decades, collectively.

B. Similar Project Experience

#1: Via Linda Police Station Call Center

Description of Project:

- Complete demo and remodel of the 2nd floor call center, training room, RTCC room, supervisors room and 1st floor entrance and reception desk.
- Supply and install of new one-line work. Shutdown of UPS system for tie in of new UPS panels for Call Center. Incorporated generator to keep IT operational during shut down work.
- Original gear package lead time was reduced by 12 weeks by working with vendors, by contacting different distributions to make the gear out of factory stock in order to accomplish deadlines.
- Supply and install of normal and UPS power throughout call center.
- Managing X-ray/GPR contractor for furniture layouts.
- Managing Concrete cutting contractor for coring of floor deck.
- Managing UPS and Generator contractor for supply of temporary power to facility.

Role of Contractor: Subcontractor

Projects Original Contracted Construction Cost and Final Cost:

Original: \$145,795.00 Final: \$461,533.97

Construction Dates: September 2023 - May 2024

Project Owner Reference: John Robert Parrow, Cell: 480-510-7774

JParrow@ScottsdaleAZ.gov

9065 E. Via Linda, Scottsdale, AZ 85258



#2: Scottsdale Police Department DNA Evidence Building

Description of Project:

- Ground up of a new freezer evidence storage facility for Scottsdale Police Department
- Running of new feeder conduits under roadway from Forensics Laboratory Property and Evidence building, managing of underground contractor for removal of asphalt and soil.
- Supply and install of new electrical gear package for new building.
- Supply and install of lighting and HVAC power for freezers, coordinating with freezer contractor and HVAC contractor.
- Supply and install of new data conduit to Forensics Laboratory Property and Evidence Building.

Role of Contractor: Subcontractor

Projects Original Contracted Construction Cost and Final Cost:

Original: \$56,370.00 Final: \$71,157.90

Construction Dates: June 2022 - February 2023

Project Owner Reference: John Robert Parrow, Cell: 480-510-7774

JParrow@ScottsdaleAZ.gov

7601 E. McKellips Road, Scottsdale, AZ 85257



#3: City of Mesa Plaza Relight

Description of Project:

- Complete lighting retro fit of an 8-story office building.
- Fully occupied building during work with over 2,000 lights being replaced.
- Managing green energy company for disposal of old lighting ballasts and bulbs done in accordance with the City of Mesa's Hazardous Waste Program.
- Managing of all Recyclable materials on jobsite, I.E. dumpster vendor for cardboard, wood, and steel.
- Managing the ceiling grid worker for install of ceiling grid wires for new fixtures to bring install up to code.
- Managing the lighting controls specialist to meet client needs for dimming and daylight zones.

Role of Contractor: Prime

Projects Original Contracted Construction Cost and Final Cost:

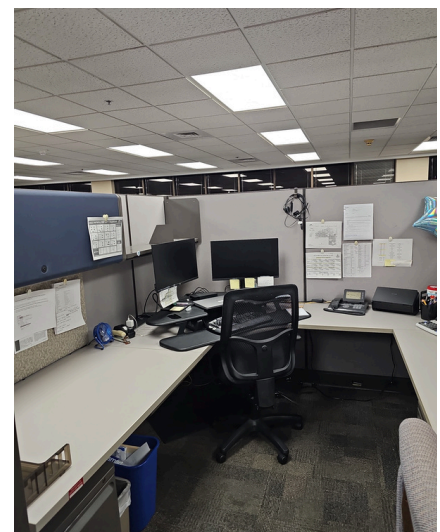
Original: \$251,368.00 Final: \$228,180.00

Construction Dates: November 2023 - April 2024

Project Owner Reference: Brian Spoon, Cell: 480-229-7310

Brian.Spoon@MesaAZ.gov

20 E. Main Street, Mesa, AZ 85201



#4: Visiting Mesa

Description of Project:

- Complete Demo of interior and remodel of existing Mesa Visiting Center.
- Complete supply and install of indoor and exterior lighting.
- Installation of future EV chargers for site.
- Installation of new branch power throughout space.
- Demolition of existing SES with supply and installation of new relocated SES.
- Original lead time of SES was 40-weeks and was able to retrofit a different SES to get the lead time to 8-weeks.
- Management of concrete cutting contractor for new floor boxes for AV installations.
- Management of hydro vac contractor to intercept existing underground utilities for relocation of SES.

Role of Contractor: Subcontractor

Projects Original Contracted Construction Cost and Final Cost:

Original: \$396,631.00 Final: \$471,871.00

Construction Dates: August 2022 - January 2023

Project Owner Reference: Ryan Yee, Cell: 480-487-3580

Ryan.Yee@MesaAZ.gov

120 N. Center Street, Mesa, AZ 85201



#5: City of Mesa 2nd Floor Remodel

Description of Project:

- Complete Demo of interior and remodel of existing 2nd floor.
- Complete indoor lighting supply and install.
- Installation and supply of new furniture feeds poles, HVAC power, branch power for new and existing walls throughout space.
- Management of GPR and Concrete Cutting Contractor for poke thru devices.

Role of Contractor: Subcontractor

Projects Original Contracted Construction Cost and Final Cost:

Original: \$155,978 Final: \$167,252.00

Construction Dates: July 2022 - November 2023

Project Owner Reference: Ryan Yee, Cell: 480-487-3580

Ryan.Yee@MesaAZ.gov

20 E. Main Street, Mesa, AZ 85201



#6: ASU Palm Walk

Description of Project:

- Demo and reinstall of roughly a half mile of existing sidewalk lighting pole lights.
- Removal of all existing concrete, sidewalks, wiring and conduit.
- Supply and installation of new PVC conduit, wiring and new pole bases throughout.
- Installation of new poles and poles lights throughout.
- Management of private locate contractor to identify existing private utilities and existing lighting conduits.

Role of Contractor: Subcontractor

Projects Original Contracted Construction Cost and Final Cost:

Original: \$381,610.00 Final: \$381,610.00

Construction Dates: May 2024 - November 2024

Project Owner Reference: Robert Soller, 480-686-3137

Robert.Soller@ASU.edu

1151 S. Forest Ave, Tempe, AZ 85287



Sample list of Public Sector Projects Providing Similar Construction Services, Ongoing or Within the Last 5 Years

City of Apache Junction

- Library Youth Castle Lighting Project

City of Avondale

- Avondale Cemetery Bollard Replacement

City of Goodyear

- Goodyear Farms Historical Cemetery

Maricopa County

- Cave Creek Bldg 1110
- McDowell Mtn Park Bldg 7027 & 2715 & 2701
- Usery Mtn Maintenance Compound Bldg 5502
- San Tan Mtn Park Nature Center Bldg 6701
- Usery Mtn Maintenance Compound Bldg 5502
- Usery Mtn Bldg Nature Ctr & Entry Station Bldg 5515 & 5503
- Estrella Park Nature Bldg 0828
- Estrella Park Bldg 0801 & 0803
- MC White Tanks Bldg 5719 & 5703
- MCOET OVR Bldg 4178

City of Sierra Vista

- City of Sierra Vista Municipal Airport- Lighting Function Check
- City of Sierra Vista> Civilian Airfield> Taxi Lighting Controls
- City of Sierra Vista- Municipal Airport Fiber connection repair & retest
- City of Sierra Vista- Municipal Air Port- Fiber Testing
- Sierra Vista Municipal Air Port- Taxi way lighting issues

HUSD Bradshaw MS

- HUSD Bradshaw MS Re-Roof

City of Surprise

- Surprise Service Center IDF Bldg 2006

City of Mesa

- Pole Light Change Out
- Greenfield Phase 2 Relight
- Electrical Batting Cage Upgrade
- Pole Lighting Conduit Damage
- Lighting Change Out
- LED Light Replacement
- Repair damaged conduit
- Exterior Lighting Replacement
- Ceiling Rework
- PD Records Rm Furniture Power
- Cord Reel Moves
- Power for Work Bench Machine

- BLDG C 400 AMP Panel
- Lighting and Power Rework in Photo Room
- Repull Gate Power
- PD North Gate Rehab
- 100 AMP Panel Install
- Wire Pull and 3" EMT
- LED Lighting Retrofit Project
- PD HQ Lights
- Bldg 40 Outside Lights
- Replace Jail Fixtures
- BLDG 40 Inside Lights Phase 2
- Replace outside lights Bldg 70
- Mesa FD 708 Bldg Cord Reels
- LED Lighting Upgrade 3rd Fl
- NW Stairwell LED Lights
- Freezers LED lighting upgrades
- IA LED Lighting Upgrades
- Lighting re-lamp/repairs
- Mesa FD #208 Compressor Power
- Light Pole Fixture Head Swap Out
- Repairs/Relocate Cord Reels
- Amphitheater Pedestal
- Upgrades for PD Main & Central Sub Station
- 6th Floor Light Fixture Swaps
- Replace Rusted Light Pole MFAC
- Run Power for 25 ton HVAC Unit
- T/D P/U 32 Wall Lights
- 3" Conduit For Fiber Run
- Added Outlets 2nd Floor
- Facilities New 100A Panel
- Wall Packs BLDG 10 & 2
- Amphitheater Sump wiring repair
- 4th Fl Kitchenette outlets
- City Plaza 8th Fl Lighting Upgrades
- Fixture Replacement in Comm Bldg Basement
- Relamp 2x4 Fixtures 4th Floor
- Mesa City Plaza 6th Floor Lighting
- Relocate fan coil circuits
- Added L5-20R outlets and grounding
- Parking Lot Pole Lights
- Replace 2x4 fixtures
- Re-lamp/Clean fixtures
- Lighting Circuit Replacement
- Replace can lights in Palo Verde 2 & 3 rooms
- Demo Can Lights in the Gallery
- Replace Can Lights in Palo Verde One Rm

7.2.3 KEY POSITIONS

A. Key Personnel



Kelly Anderson, President

Years With Jenco: 35 Total Years of Experience: 43

Similar Projects: All projects listed in B1 & B2, including -

1. Via Linda Police Station - President
2. Scottsdale PD DNA Evidence Building - President



Jeff Nihart, Service Division Leader

Years With Jenco: 6 Total Years of Experience: 19

Similar Projects: All projects listed in B1 & B2, including -

1. Via Linda Police Station - Service Division Leader
2. Visiting Mesa - Service Division Leader



Kris Geltch, Engineered Solutions Division Leader

Years With Jenco: 8 Total Years of Experience: 32

Similar Projects:

1. City of Mesa 2nd Floor Remodel - Engineered Solutions Division Leader
2. ASU Palm Walk - Engineered Solutions Division Leader



Elena Brown, Service Manager

Years With Jenco: 6 Total Years of Experience: 25

Similar Projects: All projects listed in B1 & B2, including -

1. Via Linda Police Station - Service Manager
2. Visiting Mesa - Service Manager



Case Rodrigues, Superintendent

Years With Jenco: 4 Total Years of Experience: 27

Similar Projects:

1. ASU Palm Walk - Superintendent
2. Via Linda Police Station Call Center - Superintendent



Wes Heier, Lead Service Technician

Years With Jenco: 24 Total Years of Experience: 24

Similar Projects:

1. City of Mesa Plaza Relight - Lead Service Technician
2. Mesa Police Stations

Description: Installing new power & lighting in various locations in multiple Mesa Police Stations

Contract: \$42,820 Construction Dates: March 2020 - April 2021

Reference: Scott Perkins 480-274-5597

B. Roles & Responsibilities for Key Personnel Providing Services to the Town of Fountain Hills

Kelly Anderson - Will serve as backup to Jeff as the point of contact

Jeff Nihart - Will serve as the single point of contact for the Town of Fountain Hills

Kris Geltch - Will oversee offsite prefabrication, if/when appropriate for a project

Elena Brown - Will handle all coordination and billing

Case Rodrigues - Will perform job walks and provide estimates as needed.

Wes Heier - Will serve as the lead Service Technician either on-site or to support the on-site Service Technician.

C. Proposed Subcontractors

Jenco anticipates completing at least 90% of the work outlined in the requirements. We are not proposing any specific subcontractor for the work that will not be self performed. If a subcontractor is needed, we will select based on qualifications and capabilities. Engagement with any subcontractors will be discussed with the Town of Fountain Hills JOC management team.

D. Resumes

Key personnel's resumes attached as an appendix.

7.2.4 PROJECT APPROACH

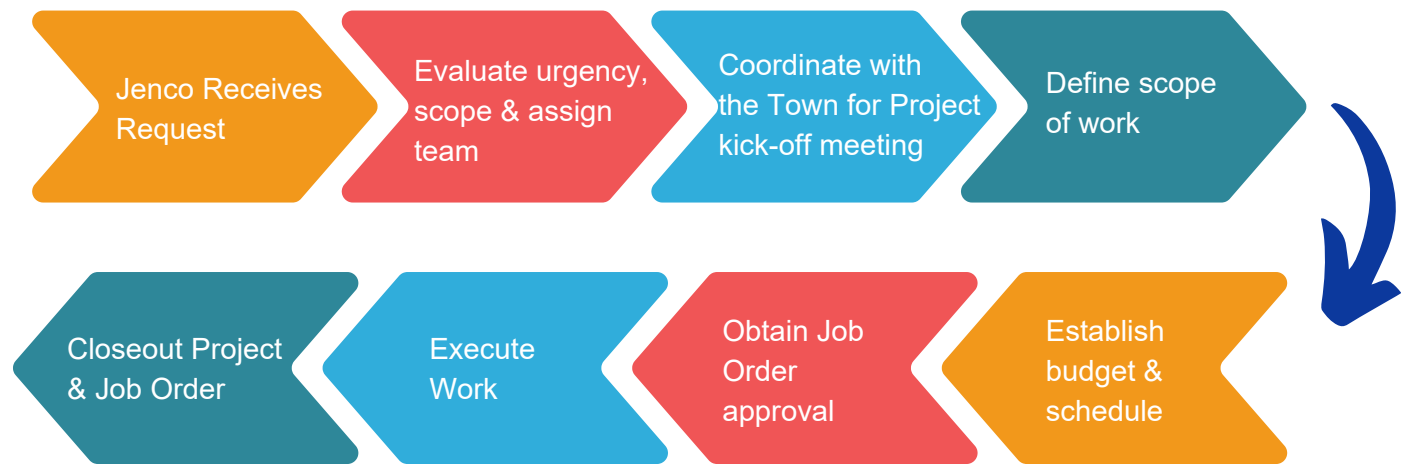
A. Process & Techniques for JOC Work

Each Job Order, Task, End User and Situation can be diverse and complex and we pride ourselves in being able to provide solutions to every situation. We evaluate each Job Order (project/the work) on an individual level, and whether there are engineered drawings or none at all, our team is able to establish a clear scope of work with the stakeholders, finalize a budget and execute the work within the boundaries of the location, building occupancy and stakeholders requirements.

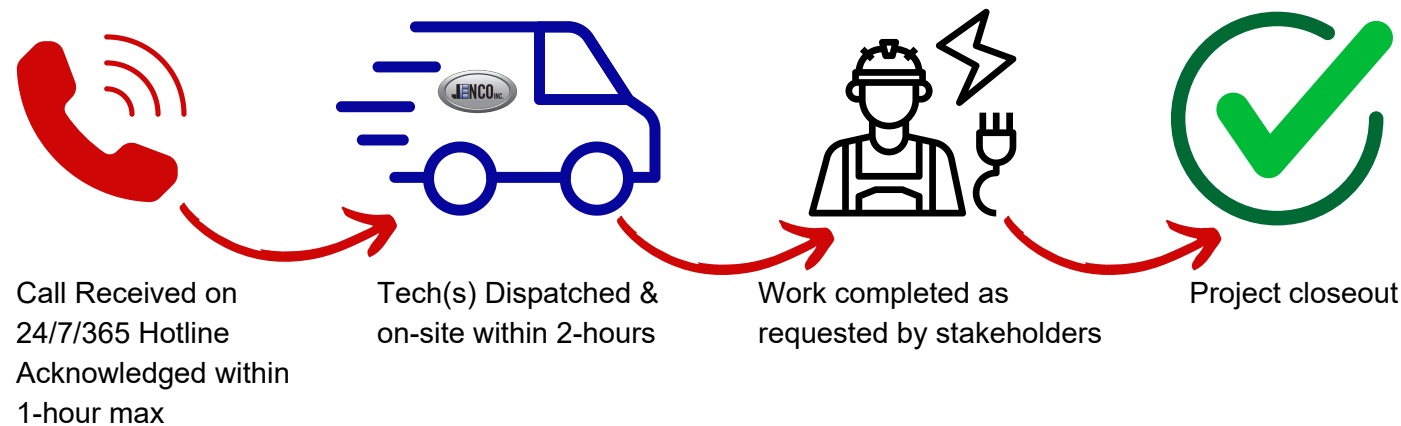
Jenco always complies with all applicable federal, state, and local codes, including the National Electrical Code (NEC), OSHA standards, and local permitting requirements.

We understand that within this JOC services may be required at administrative buildings, libraries, parks, law enforcement facilities, and other Town properties.

JOC Process



Emergency Services



Licensed Personnel Requirements

Arizona does not require individual employees be licensed electricians, Arizona requires the company to hold the electrical license. Please see the below proof of license from the Arizona Registrar of Contractors. With that said, all of our employees are regularly evaluated and receive safety and electrical training year round.

DETAILS FOR

Jenco Inc

LICENSE NUMBER ROC 261912

This information is current as of 2025-10-28 10:12:04

Share this License or Send it to Yourself: [Email](#) | [Save for Later](#)

If you are the contractor listed, feel free to contact our Licensing Department at (602) 542-1525 for more information.

CONTRACTOR

Business Entity Name

Jenco Inc

Doing Business As

Jen Service

City and State

SCOTTSDALE, AZ, 85260

Phone

(480) 607-9797

Status / Action

Active

LICENSE

Class & Description

[Specialty Dual CR-11 Electrical](#)

Entity Type

Corporation

Issued / Renewal

First Issued

2010-01-10

Renewed Through

2026-01-31

This license is QP Exempt - QP Exempt pursuant to [A.R.S. § 32-1125\(C\)](#)

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name : Kenneth Kelly Anderson III

Position : Qualifying Party

Other Positions : Officer

Name : Jenco Holdings LLC

Position : Parent Entity

Name : Kenneth Kelly Anderson III

Position : Officer

COMPLAINT INFORMATION

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation. This website does not display all public sanctions or public information concerning a license's disciplinary history. Obtain any additional public information by using the Public Records Request form to confirm the license's entire history.

0

Open Cases

0

Disciplined Cases

0

Resolved / Settled Cases

DETAILS FOR

Jenco Inc

LICENSE NUMBER ROC 261956

This information is current as of 2025-10-28 10:10:56

Share this License or Send it to Yourself: [Email](#) | [Save for Later](#)

If you are the contractor listed, feel free to contact our Licensing Department at (602) 542-1525 for more information.

CONTRACTOR

Business Entity Name

Jenco Inc

Doing Business As

Jen Electric

City and State

SCOTTSDALE, AZ, 85260

Phone

(480) 607-9797

Status / Action

Active

LICENSE

Class & Description

[Specialty Dual CR-11 Electrical](#)

Entity Type

Corporation

Issued / Renewal

First Issued

2010-01-14

Renewed Through

2026-01-31

This license is QP Exempt - QP Exempt pursuant to [A.R.S. § 32-1125\(C\)](#)

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name : Kenneth Kelly Anderson III

Position : Qualifying Party

Other Positions : Officer

Name : Jenco Holdings LLC

Position : Parent Entity

Name : Kenneth Kelly Anderson III

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Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation. This website does not display all public sanctions or public information concerning a license's disciplinary history. Obtain any additional public information by using the Public Records Request form to confirm the license's entire history.

0

Open Cases

0

Disciplined Cases

0

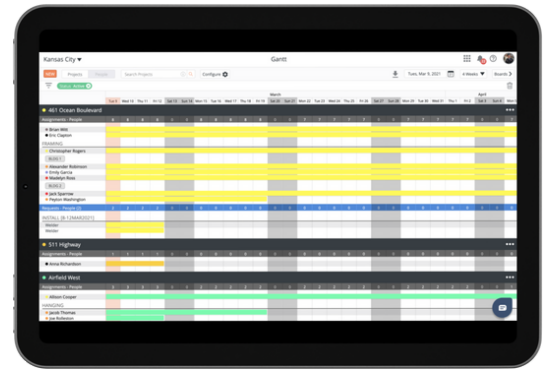
Resolved / Settled Cases

www.jencoinc.com

Meeting Packet Page 289 of 388

Planning & Scheduling

Our team has a robust approach to planning and scheduling projects. Jenco utilizes MS Project for project scheduling and planning as well as Procore Workforce Planning to forecast, plan, and communicate manpower assignments. The field team and Service Technicians utilize Viewpoint Vista Employee Self Service Portal and Field Tools to clock in and out, track their time worked and create their work tickets. Our team meets weekly to maintain workforce planning from our Project Management team to our General Foreman and down to helper level assignments so we can maintain workload balance amongst our staff.

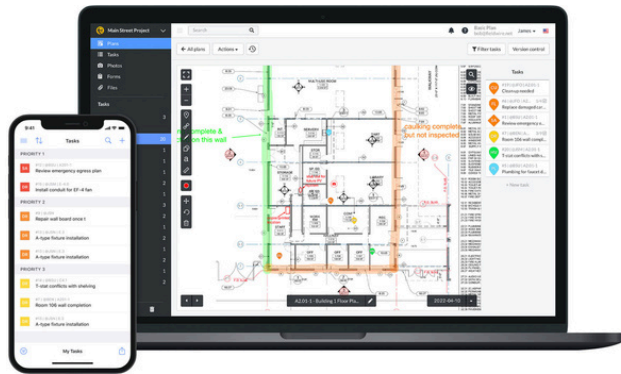


Estimating

Jenco utilizes McCormick Estimating Systems and RS Means to provide timely and accurate quotes for all types of market segments we service. By having both systems in place, Jenco can quickly perform take offs, conceptual designs, provide budgets, and price work to satisfy the needs of our clients.

Project Engineering & Managing Construction

Jenco utilizes Fieldwire to manage projects. This tool allows us to access project information such as blueprints, project photos, punch lists, daily reports, and most importantly serves as our communication tool for task management and task tracking. Each of our Service Technicians, Foremen and Project Managers have access to this invaluable tool and able to respond to tasks and requests from anywhere they are working as it is multi-platform capable on Desktop, laptops, tablets, smartphones and other mobile devices.



Safety

Jenco has the stance that safety is above all. We have a full-time dedicated Safety Manager, an in-house safety committee, and we also utilize a 3rd party safety consultant. The safety team conducts regular inspections and ensures that our entire team remains at or above compliance. Service Technicians and Foremen maintain OSHA 30s and all field staff has an OSHA 10 at the minimal. Our team also takes regular trainings like NFPA 70E, Lifts, Arc Flash, LOTO, CPR & First Aid, Blood Borne Pathogens, Hazardous Communications, and more!

Quality Control

Jenco Inc. has an established QAQC department internally, and utilizing a third party QAQC Consultant to ensure all projects adhere to the National Electric Code and all local AHJ requirements, along with manufacturer and UL recommended installations. We utilize Master Electricians in house that scrutinize installations to ensure superior customer satisfaction.

B. Alternative Approaches

The Jenco Inc. team recognizes that Job Order Contracting relies on speed, collaboration, and consistent value delivery rather than the traditional low-bid competition. Our approach focuses on leveraging proactive communication, early engagement, and technology driven estimating to accelerate project delivery while reducing change orders and administrative burdens. By integrating our team early with City Staff, and using historical cost data from similar municipal projects, we identify scope clarity issues and design efficiencies before the work even begins.

This approach allows Jenco to execute projects safely, predictably, and with a total cost mindset - delivering quality service and installations that maximize the City's budget and extend the life of its infrastructure.

7.2.5 PRICING

Routine Service Rates (Work performed during standard hours)

Group - Hourly Rates	Unit of Measure	Unit Price (Per Each)
Foreman/Service Tech (Including truck & equipment)	Per Hour	\$85.00
Journeyman Electrician	Per Hour	\$75.00
Apprentice Electrician	Per Hour	\$58.00
Project Manager	Per Hour	\$89.00

Emergency Service Rates

Group - Hourly Rates	Unit of Measure	Unit Price (Per Each)
Foreman/Service Tech (Including truck & equipment)	Per Hour	\$122.50
Journeyman Electrician	Per Hour	\$105.00
Apprentice Electrician	Per Hour	\$75.00
Project Manager	Per Hour	\$122.50

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Jenco Electric LLC	
	2 Business name/disregarded entity name, if different from above. dba Jenco Inc., dba Jen Electric, dba Jen Service	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 15990 N Greenway Hayden Loop Suite C110	Requester's name and address (optional)
6 City, state, and ZIP code Scottsdale, AZ 85260		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

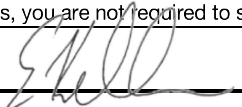
Social security number									
			-				-		
or									
Employer identification number									
2	7	-	1	2	8	4	7	5	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 05/07/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
AND
JENCO ELECTRIC, LLC
D/B/A
JENCO, INC.
D/B/A
JEN ELECTRIC
D/B/A
JEN SERVICE

[Scope of Work]

See following pages.

Scope of Work

The Town is seeking to engage one or more qualified electrical contractors to provide on-call electrical maintenance and repair services at Town-owned facilities/locations. Work will be performed on an as-needed basis and may include but is not limited to: troubleshooting power issues, repairing lighting systems, replacing electrical panels, installing new wiring or outlets, and addressing emergency outages or safety hazards.

Contractors must comply with all applicable federal, state, and local codes, including the National Electrical Code (NEC), OSHA standards, and local permitting requirements. Services may be required at administrative buildings, libraries, parks, law enforcement facilities, and other Town properties.

Service Hours and Response Expectations

- Standard Hours: Monday–Friday, 8:30 AM to 5:00 PM ET
- Emergency Availability: 24/7 on-call coverage is required for urgent electrical situations
- Response Times:
 - Emergency requests must be acknowledged within **1 hour** and responded to **on-site within 4 hours**
 - Non-emergency work should begin within **48 hours** of work order issuance unless otherwise scheduled

Licensed Personnel Requirements

All electrical work must be performed by personnel who are licensed in accordance with Arizona law. Contractors must provide proof of licensure for all assigned personnel and maintain compliance with Arizona's licensing standards throughout the contract term. The Town reserves the right to verify credentials and reject unqualified staff.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
AND
JENCO ELECTRIC, LLC
D/B/A
JENCO, INC.
D/B/A
JEN ELECTRIC
D/B/A
JEN SERVICE

[Quote or Work Order]

See following pages.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
GO TO SERVICES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into upon execution between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”) and Go To Services, Inc., an Arizona corporation (the “Vendor”).

RECITALS

A. The Town issued Requests for Proposals (RFP) No. 2025-026 (the “RFP”), a copy of which is on file with the Town and incorporated herein by reference, seeking bids for “Job Order Contracting Electrical Services” (the “Services”).

B. The Vendor responded to the RFP by submitting a proposal (the “Proposal”), attached hereto as Exhibit A and incorporated herein by reference.

C. The Town desires to enter into an Agreement with the Vendor to perform the Services, as set forth below.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date of execution and attested to by the Town Clerk pursuant to Section 3-3-31 of the Town Code, and shall remain in full force and effect until June 30, 2026 (the “Initial Term”), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up four successive one-year terms (the “Renewal Term”) if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal, (ii) 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 (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), 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 the Renewal Term 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 Services as set forth in Exhibit B and incorporated by this reference. Services shall only be provided when the Town identifies a need and proper authorization and documentation have been approved. For project(s) determined by the Town to be appropriate for this Agreement, the Vendor shall provide the Services to the Town on an as-required basis relating to the specific Services as may be agreed upon between the parties in writing, in the form of a written acknowledgment between the parties describing the Services to be provided (each, a “Work Order”). Each Work Order issued for Services pursuant to this Agreement shall be (i) in the form provided and approved by the Town for the Services, (ii) contain a reference to this Agreement and (iii) be attached to hereto as Exhibit C and incorporated herein by reference. By signing this Agreement, Vendor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. The Town does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.

3. Compensation. The Town shall pay the Vendor an amount not to exceed **\$150,000** per Term at the rates set forth in the Fee Proposal attached hereto as Exhibit A as previously set forth herein.

4. Payments. The Town shall pay the Vendor monthly (and the Vendor shall invoice the Town monthly), based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All invoices and statements shall be emailed to accountspayable@fountainhillsaz.gov. This Agreement must be referenced on all invoices. Town Finance will not disburse any payments to Vendors without a valid business license, as applicable.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Vendor Personnel. Vendor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Vendor agrees to assign specific individuals to key positions. If deemed qualified, the Vendor is encouraged to hire Town residents to fill vacant positions at all levels. Vendor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Vendor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Vendor's performance. The Vendor shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Vendor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor. The Town has no obligation to provide Vendor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Vendor.

9. Performance Warranty. Vendor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

10. Indemnification. To the fullest extent permitted by law, 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, breach of contract, 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. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Vendor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Vendor from,

nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Vendor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured; the Town's insurance shall be non-contributory and a waiver of subrogation against the Town shall apply.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Vendor. Vendor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Vendor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Vendor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Agreement and insurance requirements set forth herein protecting the Town and Vendor. Vendor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Vendor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Vendor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Vendor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Vendor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Vendor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Vendor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Vendor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Vendor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Vendor engages in any professional services or work in any way related to performing the work under this Agreement, the Vendor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Vendor, or anyone employed by the Vendor, or anyone for whose negligent acts, mistakes, errors and omissions the Vendor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. Vendor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

12. Termination; Cancellation.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Vendor of written notice by the Town. Upon termination for convenience, Vendor shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Vendor for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Vendor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Vendor for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Vendor to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Vendor, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Vendor fully informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Vendor shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Vendor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Vendor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Vendor, its employees or subcontractors. The Vendor, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Vendor meets the requirements as agreed in Section 2 above and in Exhibit A. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Vendor do not intend to nor will they combine business operations under this Agreement.

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

13.3 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.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Vendor.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Vendor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Agreement by Vendor.

13.9 Subcontracts. No subcontract shall be entered into by the Vendor with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Vendor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Vendor.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Vendor from any

responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Vendor any amounts Vendor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Vendor any amounts Vendor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.14 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 (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) 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: Jenifer Wright, Town Attorney

If to Vendor: Go To Services, Inc.
23040 N. 11th Ave., Suite 113
Phoenix, Arizona 85027
Attn: Rafael Sanchez

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 (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) 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.

13.15 Confidentiality of Records. The Vendor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Vendor's duties under this Agreement. Persons requesting such information should be referred to the Town. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under subsection 13.17 below, Vendor's and its subcontractor's 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 (A) evaluation and verification of any invoices, payments or claims based on Vendor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, 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 subsection. 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 subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 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.

13.18 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.

13.19 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.

13.20 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved invoices, and the RFP, and the Proposal, the documents shall govern in the order listed herein.

13.21 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

13.22 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Vendor. Vendor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Vendor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

FOR THE TOWN OF FOUNTAIN HILLS:

Town Manager

ATTESTED TO:

Town Clerk



APPROVED AS TO FORM:

Town Attorney

FOR THE CONTRACTOR:

By:

Name _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
GO TO SERVICES, INC.

[Vendor's Proposal]

See following pages.



[GO TO SERVICES INC] RESPONSE DOCUMENT REPORT

RFP No. RFP-2025-026

JOC Electrical Services

RESPONSE DEADLINE: November 5, 2025 at 5:00 pm

Report Generated: Wednesday, January 21, 2026

Go To Services inc Response

CONTACT INFORMATION

Company:

Go To Services inc

Email:

rafael.sanchez@gotoservices.net

Contact:

Rafael Sanchez

Address:

23040 N 11th Ave Suite 113
Phoenix, AZ 85027

Phone:

N/A

Website:

www.gotoservices.net

Submission Date:

Nov 5, 2025 2:27 PM (Mountain Time - Arizona)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Nov 4, 2025 2:34 PM by Rafael Sanchez

QUESTIONNAIRE

1. Certification

By confirming questions under this section, the Vendor certifies:

NO COLLUSION*

Pass

The submission of the Proposal did not involve collusion or other anti-competitive practices.

Confirmed

NO GRATUITY*

Pass

It 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 Town employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the Town Manager, Assistant Town Managers, Department Heads, and other Town staff. All contact must be addressed to the Town's Procurement Agent, except for questions submitted as set forth in Subsection 1.4 (Inquiries), above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

Confirmed

FINANCIAL STABILITY*

Pass

It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

Confirmed

NO SIGNATURE/FALSE OR MISLEADING STATEMENT*

Pass

The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the Proposal and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

Confirmed

PROFESSIONAL SERVICES AGREEMENT*

Pass

In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

Confirmed

REFERENCE CHECKS*

Pass

References will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the Town's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the Town to verify references shall result in the Proposal being considered non-responsive.

Confirmed

2. Vendor Proposal

GENERAL INFORMATION*

Pass

- A. One page cover letter as described in the section titled ["RFP Submission Process"](#), the subsection titled "Required Submittal".
- B. Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the Proposal.
- C. Identify the location of the Vendor's principal office and the local work office, if different. Include any documentation that supports the Vendor's authority to provide services in Arizona.
- D. Provide a general description of the Vendor's organization, including years in business.
- E. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five years. Briefly describe the circumstances and the outcome.
- F. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

251030_ToFH_JOC_Electrical_-_Go_To_Services_Cover_Letter_R1.pdf

EXPERIENCE AND QUALIFICATIONS OF THE VENDOR*

Pass

- A. Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the Town, specifically relating experience with respect to JOC Electrical Services.
- B. Vendor must demonstrate successful completion of at least three similar projects within the past 60 months. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this project in size, nature and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:
 - 1. Name of company or organization.
 - 2. Contact name.
 - 3. Contact address, telephone number and e-mail address.
 - 4. Type of services provided.
 - 5. Dates of contract initiation and expiration.

251030_ToFH_JOC_Electrical_-_Go_To_Services_Licenses.pdf
251030_ToFH_JOC_Electrical_-_Go_To_Services_Exp_&_Qual.pdf

KEY POSITIONS*

Pass

- A. Identify each key personnel member that will render services to the Town including title and relevant experience required, including the proposed project manager and project staff.
- B. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the Town.
- C. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.
- D. Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.

251030_ToFH_JOC_Electrical_-_Go_To_Services_Key_Positions.pdf

PROJECT APPROACH*

Pass

- A. Describe the Vendor's approach to performing the required Services in the section titled [Scope of Work](#), and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff.
- B. Describe any alternate approaches if it is believed that such an approach would best suit the needs of the Town. Include rationale for alternate approaches, and indicate how the Vendor will ensure that all efforts are coordinated with the Town's Representatives.

251030_ToFH_JOC_Electrical_-_Go_To_Services_Proj_Approach.pdf

PRICING*

Pass

251030_ToFH_JOC_Electrical_-_Go_To_Services_Pricing.pdf

W-9

Pass

W9.pdf

DOES THE BID CONTAIN ANY CONFIDENTIAL INFORMATION?*

Pass

Please clearly mark any confidential information.

No



Go To Services

**RESPONSE TO REQUEST FOR PROPOSALS
FOR THE TOWN OF FOUNTAIN HILLS
JOC ELECTRICAL SERVICES**

DUE: NOVEMBER 5, 2025 | 5:00 PM

A. Cover Letter

November 5, 2025

Rob Durham
 Town of Fountain Hills
 16705 E. Avenue of the Fountains
 Fountain Hills, AZ 85268

**125+ COMBINED YEARS OF EXPERTISE****24/7 EMERGENCY ELECTRICAL SERVICES****1-HOUR EMERGENCY RESPONSE TIME****48-HOUR WORK ORDER RESPONSE****RE: TOWN OF FOUNTAIN HILLS | JOC ELECTRICAL SERVICES**

Dear Mr. Durham and Members of the Selection Committee,

Go To Services, Inc. (GTS) appreciates the opportunity to submit our proposal for the Town of Fountain Hills (the Town) JOC Electrical Services. Founded in 2015 and headquartered in Phoenix, GTS is an Arizona-based contractor committed to building lasting relationships through trust, transparency, and consistent delivery. Our client-focused approach emphasizes efficiency, responsiveness, and accountability — values that align with the Town's commitment to reliable public service.

Our Electrical Department delivers best-value maintenance, repair, and installation services across Arizona, combining the capabilities of our in-house licensed electricians with a proven network of specialty trade partners. With extensive experience working in active, occupied facilities, our team performs outage troubleshooting, panel replacements, and lighting retrofits with the highest standards of safety and security. Every task is carefully planned and contained to minimize disruption to ongoing operations and public access.

When you select GTS, you will benefit from:

- **A DEDICATED PARTNER:** GTS has successfully provided JOC services to more than ten of the region's leading commercial contractors. As a registered vendor with the Town of Fountain Hills, we offer a seamless transition into service delivery with all procurement requirements already in place. Our proven experience and client-centered approach make us a dependable partner for municipal, educational, and institutional projects. We also hold a Marana USD IFB 25-04-30 Plumbing & Electrical S.A.V.E contract.
- **LICENSED AND EXPERIENCED CONTRACTOR:** Our team holds a **CR-11 Electrical license** and brings deep expertise in municipal and institutional service work. We leverage our in-house electrical staff to shorten schedules, maintain quality, and respond rapidly to urgent needs while coordinating effectively with specialty trade partners.
- **COMMITMENT TO QUALITY AND COST CONTROL:** We integrate constructability reviews, open-book estimating, and detailed scheduling into every service call. From permitting through inspections and warranty documentation, our process ensures compliance, reliability, and financial transparency. With in-house electricians supporting critical path activities, we help keep projects on time and within budget.

The opportunity to partner with the Town of Fountain Hills is one we value highly, and we pledge to deliver electrical services that will support the community's operations for years to come. Thank you for your consideration.

Respectfully,

Bill Kelty
 President

GTS ACKNOWLEDGES RECEIPT OF ADDENDUM #1 ON 10-30-25.

B. Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the Proposal.

Go To Services is an Arizona Corporation that was formed in 2015. Our legal address, and headquarters are located at 23040 N. 11th Ave, Bldg. 2, Ste. 113, Phoenix, AZ 85027.

C. Identify the location of the Vendor's principal office and the local work office, if different. Include any documentation that supports the Vendor's authority to provide services in Arizona.

Our principal office is located at:
23040 N. 11th Ave, Bldg. 2, Ste 113
Phoenix, AZ 85027.

D. Provide a general description of the Vendor's organization, including years in business.

GTS is a full-service general contracting firm that is able to self-perform electrical, plumbing and other services including door installations, flooring, specialty construction services, and roofing. Founded in Arizona in 2015, we have ability to offer these services to our clients often saves them both time and cost.

In addition to offering a variety of services, GTS has 24-hour plumbing, electrical, mitigation, and Environmental Emergency Services and is able to respond to urgent client needs quickly, so your business interruption is minimized.

E. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five years. Briefly describe the circumstances and the outcome.

Neither GTS nor any of our officers have had any contract or subcontract that has been terminated within the past five years.

F. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

GTS has not had any claims arising from a contract which resulted in litigation or arbitration within the last five years.



PRIMARY CONTACT

BILL KELTY, PRESIDENT

T: 480-745-4849

E: bill.kelty@gotoservices.net

“We want to be a good idea for our clients.”

STATE OF ARIZONA ELECTRICAL CONTRACTING LICENSE



STATE OF ARIZONA RESIDENTIAL AND COMMERCIAL CONTRACTING LICENSE



STATE OF ARIZONA RESIDENTIAL AND COMMERCIAL CONTRACTING LICENSE

STATE OF ARIZONA	
License No. ROC 330975	
Office of the Registrar of Contractors	
This is to certify that: Go To Services Inc DBA (if any)	
Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of	
CR-37 Plumbing	
Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, on October 14, 2020	
	 DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

STATE OF ARIZONA CARPENTRY, REMODELING, AND REPAIR CONTRACTING LICENSE

STATE OF ARIZONA	
License No. ROC 298433	
Office of the Registrar of Contractors	
This is to Certify That	
Go To Services Inc DBA (if any)	
Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of	
CR61 Carpentry, Remodeling and Repair	
Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, on 05/06/2015	
	 DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

PROOF OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
09/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CORPORATE INSURANCE SOLUTIONS 8080 E. Gelding Dr. Suite 110 Scottsdale AZ 85260		CONTACT NAME: Linda Salmund PHONE (A/C, No, Ext): (480) 336-8740 FAX (A/C, No): (480) 339-0064 E-MAIL ADDRESS: lindap@corpins-solutions.com	
INSURED Go To Services Inc. Go To Services NC LLC 23040 N 11th Ave. Bldg 2 Suite 113 Phoenix AZ 85027		INSURER(S) AFFORDING COVERAGE INSURER A: Capitol Specialty Insurance Corp NAIC # 10472 INSURER B: Employers Mutual Casualty Company 21415 INSURER C: CopperPoint Casualty Insurance Company 13210 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL24121008962 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CPL 1M/2M ☒ GL Ded \$5K GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	EV20220292-04	12/18/2024	12/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000	
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	6X68597	12/18/2024	12/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			EX20220293-04	12/18/2024	12/18/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	1023014	12/18/2024	12/18/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Property of Others-Bailees				EV20220292-04	12/18/2024	12/18/2025	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Prescott is named as additional insured with respects to general liability and auto liability where required by written contract. Primary and non-contributory coverage applies where required by written contract. Waiver of subrogation applies to workers compensation, auto liability, and general liability where required by written contract. Umbrella coverage follows form. Subject to all policy forms, endorsements, and exclusions. See Attached Forms.

CERTIFICATE HOLDER

City of Prescott 201 N. Montezuma Street Prescott AZ 86301
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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GO TO SERVICES HAS YOU COVERED!

GTS regularly contracts for both new installations and maintenance projects through large Contracting Firms, ranging from ground-up builds to small-scale service calls. Our portfolio includes: Service

1. GROUND-UP INSTALLATIONS: Comprehensive electrical installations for new construction, covering wiring, lighting, outlets, panels, and all essential system components.

2. SERVICE WORK: Reliable maintenance and repair solutions, including troubleshooting, equipment replacement, and system upgrades to enhance performance and extend system life.

3. TENANT IMPROVEMENTS: Customized electrical solutions for commercial spaces, including outlets, lighting, and specialty systems — all tailored to meet each tenant's unique operational and design needs.

4. ENERGY EFFICIENCY UPGRADES:

Smart, sustainable solutions and high-efficiency technologies that reduce energy consumption and lower operating costs to support your sustainability goals.

5. SAFETY UPGRADES: Ensure full compliance and peace of mind with system modernization designed to meet current electrical codes and the highest safety standards.

6. EMERGENCY REPAIRS: Dependable 24/7 response to restore power, minimize downtime, and maintain business continuity when unexpected electrical issues arise.

A. Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the Town, specifically relating experience with respect to JOC Electrical Services.

GTS appreciates the opportunity to provide a response to the Town of Fountain Hills Request for Proposal. GTS has a team of experienced and dedicated individuals at the forefront of handling the electrical services outlined in this RFP. With a licensed, in-house electrical department offering 24-hour emergency services, GTS maintains tremendous control of competitive job cost pricing compared to other general contractors who may subcontract out work. The commitment and expertise of our leadership and electricians are instrumental in ensuring the success and seamless execution of projects from the very beginning. This approach reflects not only a focus on quality but also a dedication to delivering value to clients by managing electrical work with skill, efficiency, and cost accountability.

For the past several years, GTS has provided low-voltage and standard electrical services for a wide variety of clients across Arizona, including municipalities, hospitals, medical facilities, schools, government, and commercial properties. Our mission — “We Want To Be A Good Idea For Our Clients” — guides every project, ensuring reliability, safety, and value for our partners.

The GTS Electrical Department is spearheaded by a dedicated team consisting of a Division Manager, Estimator, Foreman, Project Coordinator, and a skilled staff of fifteen (15) licensed electrical technicians. With a focus on excellence, our electricians consistently serve a diverse range of clients — municipalities, schools, hospitals, and commercial facilities — across the state. Leveraging our in-house expertise, we also collaborate seamlessly with trusted subcontractors when specialty work is required, ensuring every project is completed efficiently, safely, and to the highest professional standards.

B. Vendor must demonstrate successful completion of at least three similar projects within the past 60 months. For the purpose of this Solicitation, “successful completion” means completion of a project within the established schedule and budget and “similar projects” resemble this project in size, nature and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:

1. Name of company or organization.
2. Contact name.
3. Contact address, telephone number and e-mail address.
4. Type of services provided.
5. Dates of contract initiation and expiration.



1-3. CLIENT REFERENCE

Pristine Restoration
 Randall Gray, Estimator
 E: rgray@pristineresto.com | T: 602-620-5013
 3525 Houston Mesa Rd, Payson, AZ 85541

4. SERVICES PROVIDED BY CONTRACTOR

GTS served as the Electrical Contractor and performed the demolition of existing electrical fixtures and infrastructure to accommodate a new office layout. The project included the installation of new fire alarm systems, lighting, and power distribution — delivering a complete tenant improvement tailored to modern office functionality.

5. CONTRACT INITIATION AND COMPLETION

March 2024 - June 2024

ORIGINAL/FINAL COST (Approved C/O)

\$47,606 | 53,942





1-3. CLIENT REFERENCE

HonorHealth Medical Group
 Pete Fulling, Director – Facilities Engineering
 E: pfulling@honorhealth.com | T: 480-583-6176
 Multiple Project Locations

4. SERVICES PROVIDED BY CONTRACTOR

GTS was contracted as the Electrical Contractor and provided comprehensive electrical service work, including emergency troubleshooting for pump systems, installation of new IT circuits, and specialized clean room electrical services. The project also included site lighting upgrades and a full parking lot lighting retrofit to enhance safety, efficiency, and performance across the facility.

5. CONTRACT INITIATION AND COMPLETION

2022-Present

ORIGINAL/FINAL COST

\$1,000. - \$300,000 per project



GLENDALE CHAMBER OF COMMERCE | GLENDALE, AZ



1-3. CLIENT REFERENCE

CORE Construction
 Ricardo Jimenez, Project Manager
 E: ricardojimenez@coreconstruction.com
 T: 602-918-0085
 10550 W Mariposa St, Phoenix, AZ 85037

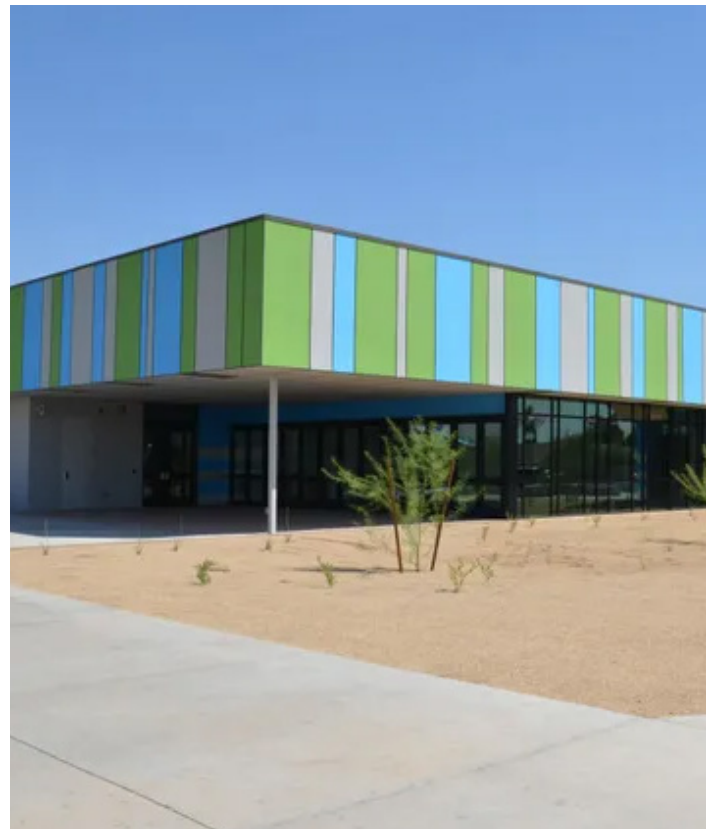
4. SERVICES PROVIDED BY CONTRACTOR

As the Electrical Contractor for this project, the GTS Team completed a tenant improvement project featuring the installation of new floor boxes throughout a 400 SF office space. The upgrade provided convenient power access, improved functionality, and a clean, professional finish tailored to the client's workspace needs.

5. CONTRACT INITIATION AND COMPLETION

06.23.23-06.28.23

ORIGINAL/FINAL COST \$4,000 | \$4,000



- A. Identify each key personnel member that will render services to the Town including title and relevant experience required, including the proposed project manager and project staff.**

Resumes for key personnel are included within the appendix.

- B. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the Town.**

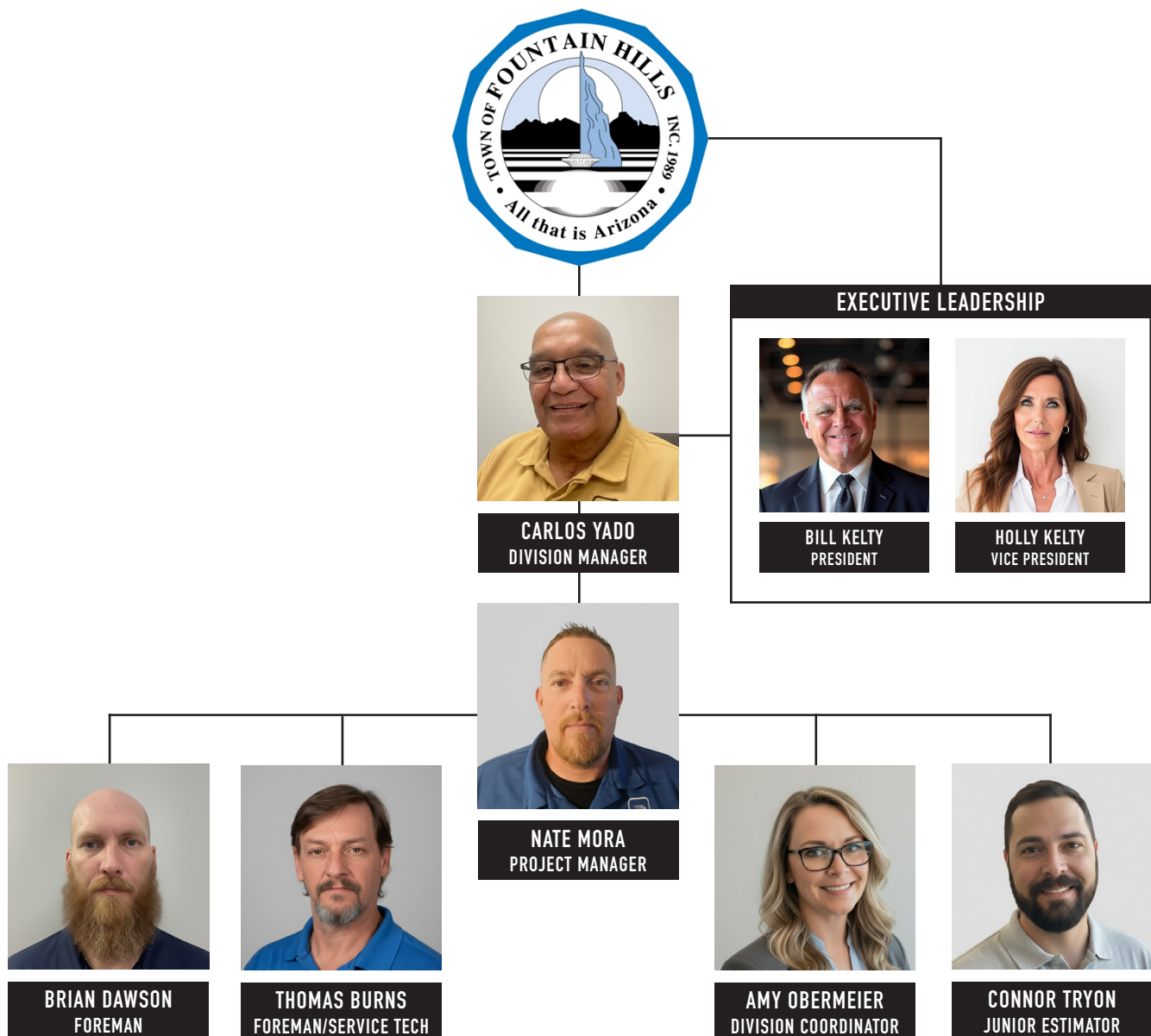
Roles and responsibilities are included on each resume.

- C. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.**

Not applicable.

- D. Attach a resume and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Resumes should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.**

Relevant certifications are included with appropriate resume.





CARLOS YADO | ELECTRICAL DIVISION MANAGER

YEARS OF EXPERIENCE: 40+

Carlos Yado serves as the Electrical Division Manager and brings over 49 years of extensive experience in the electrical industry. Throughout his distinguished career, Carlos has contributed his expertise to a wide range of sectors, including commercial, industrial, and institutional projects. His portfolio spans complex systems for high-rise buildings, wastewater treatment plants, bridges, airports, hospitals, medical facilities, mining operations, and transportation infrastructure.

A graduate of the IECA Apprenticeship Program (1976–1980) and a certified Electrical Apprenticeship Instructor, Carlos has dedicated his career to advancing excellence in electrical installation, supervision, and workforce development. His deep technical knowledge and unwavering commitment to safety, training, and code compliance—including strict adherence to the National Electrical Code (NEC) and local building standards—have earned him a reputation as a respected and trusted leader in the industry.

ROLE FOR THE TOWN OF FOUNTAIN HILLS:

As Electrical Division Manager, Carlos will provide strategic oversight for all JOC electrical task orders, serving as the Town's primary technical authority. He will review and validate cost estimates, approve designs, and ensure every installation aligns with Town specifications, the NEC, and all applicable safety standards. In addition to leading department-wide quality assurance, Carlos will actively support project managers through planning and execution, offering expert guidance to ensure on-time, compliant, and high-quality results. He will also mentor field leadership to promote consistent workmanship, technical excellence, and adherence to best practices across all projects.

CERTIFICATIONS:

- IECA Apprenticeship Program Graduate (1976–1980)
- Certified Electrical Apprenticeship Instructor
- Continuous NEC and Building Code Education and Compliance Training



NATE MORA | PROJECT MANAGER

YEARS OF EXPERIENCE: 20+

Nate Mora serves as the Project Manager for GTS, bringing over 24 years of hands-on and supervisory experience in complex electrical construction. His extensive background includes managing and executing projects for major healthcare, municipal, and educational facilities, including Banner Desert, Banner Gateway, Banner Thunderbird, Banner Goldfield, Banner Ironwood, Banner Del Webb, Mountain View Hospital, the Heard Museum, Maricopa County facilities, and Jull Elementary School.

Nate has a proven track record of leading multidisciplinary teams on fast-paced, high-compliance projects where safety, precision, and coordination are paramount. His strong leadership and technical expertise ensure that all electrical installations and service work are executed to code, on schedule, and to the highest standards of quality and safety.

ROLE FOR THE TOWN OF FOUNTAIN HILLS:

Nate will oversee the field execution of all electrical projects under the JOC program. He will coordinate manpower, equipment, and material resources to ensure each task order is completed safely, efficiently, and in full compliance with Town standards and specifications. Serving as the operational link between project management and field crews, Nate will supervise multiple concurrent projects, monitor workmanship and quality, and uphold strict adherence to safety procedures. His leadership and field expertise will be instrumental in maintaining consistency, performance, and responsiveness across all active electrical work for the Town.

CERTIFICATIONS:

- OSHA 30-Hour Construction Safety & Health Certification
- Certified Operator – Aerial Equipment (Boom and Scissor Lifts)
- Certified FORKLIFT OPERATOR
- Lockout/Tagout Safety Training
- First Aid and CPR Certified



BRIAN DAWSON | FOREMAN

YEARS OF EXPERIENCE: 25+

Brian Dawson brings over 25 years of experience in the electrical industry, including previous leadership roles as a Superintendent and Foreman with several established electrical contracting firms. His extensive background spans a wide range of public and private facilities, including schools, municipal and court buildings, churches, dental offices, hospitals, and restaurants. Brian's proven leadership, technical proficiency, and steadfast commitment to quality and safety make him a valued member of GTS' Electrical Department.

ROLE FOR THE TOWN OF FOUNTAIN HILLS:

Brian will oversee field operations for institutional and public-facility projects, including municipal buildings, and civic spaces. His responsibilities include managing field crews, coordinating with inspectors and project stakeholders, and ensuring all electrical work meets the Town's standards for safety, quality, and schedule compliance. Brian will also maintain site organization, project documentation, and consistent workmanship throughout each project's lifecycle, ensuring every task order is executed efficiently and professionally.

CERTIFICATIONS:

- State of Arizona Certificate of Completion – Electrical Apprenticeship / Journeyman
- Basic Training in Safety and Fall Protection (meets OSHA 1926.503 requirements)
- Qualified Operator – Powder Actuated Tools
- Certificate of Equipment Safe Operations



THOMAS BURNS | FOREMAN AND SERVICE TECHNICIAN

YEARS OF EXPERIENCE: 30+

Thomas Burns serves as an Electrical Foreman and Service Technician, bringing over 31 years of diverse experience in electrical construction, service, and maintenance. Throughout his career, Thomas has delivered expert-level electrical solutions for major commercial, industrial, and public-sector facilities, including Intel, Phoenix International Raceway, Verizon Facility, and the AT&T Building in downtown Phoenix.

His extensive experience in both construction and service environments enables him to troubleshoot, install, and maintain complex electrical systems with precision, efficiency, and a strong focus on safety. Known for his technical expertise, leadership in the field, and ability to manage multiple service tasks under tight schedules, Thomas plays an essential role in maintaining our reputation for reliability and excellence.

ROLE FOR THE TOWN OF FOUNTAIN HILLS:

Thomas will lead electrical service, troubleshooting, and maintenance operations under the JOC program. He will respond to both scheduled and emergency task orders, diagnosing issues, performing repairs, and ensuring systems are restored to full functionality. Leveraging his extensive field experience in industrial and commercial environments, Thomas will deliver rapid, code-compliant solutions that minimize downtime and support the reliability of the Town's critical infrastructure.

CERTIFICATIONS:

- OSHA 10-Hour Construction Safety Certification
- Certified Operator – Rough Terrain Equipment, Forklift, Scissor Lift, and Elevated Work Platform
- Lockout/Tagout and Fall Protection Training
- First Aid and Automated External Defibrillator (AED) Certified



AMY OBERMEIER | ELECTRICAL DIVISION COORDINATOR

YEARS OF EXPERIENCE: 5+

Amy Obermeier serves as the Electrical Division Coordinator and plays an essential role in the organization, communication, and administration of all electrical projects. Acting as the central liaison between clients, project managers, and field teams, Amy oversees scheduling, logistics, and documentation to ensure every project runs smoothly from planning through completion.

Her strong organizational skills and proactive communication style help maintain consistent project flow, promote client satisfaction, and uphold GTS' commitment to responsiveness, reliability, and operational excellence. Amy ensures that every stakeholder—from clients to field crews—has the information, materials, and resources needed for successful project execution.

Recognized for her attention to detail and deep understanding of operational workflows, Amy is a driving force behind the Electrical Division's efficiency and success.

ROLE FOR THE TOWN OF FOUNTAIN HILLS:

Amy will oversee the coordination, scheduling, and documentation of all JOC-related electrical projects. She will serve as the central point of communication between the Town's representatives and GTS, ensuring that project updates, task assignments, and materials tracking are accurate, timely, and well-documented. In addition, Amy will manage workflow documentation and support project close-out activities, ensuring that all administrative, reporting, and compliance requirements are completed efficiently and with the highest level of professionalism.

KEY SKILLS AND COMPETENCIES:

- Project scheduling, coordination, and task tracking
- Client relations and communication management
- Field crew support and logistical planning
- Documentation, reporting, and administrative compliance
- Training and job preparation coordination
- Strong organizational and communication skills



CONNOR TRYON | JUNIOR ESTIMATOR

YEARS OF EXPERIENCE: 5

Connor Tryon serves as a Junior Estimator and brings a strong combination of field experience and preconstruction expertise to the Electrical Division. With nearly four years as an electrical apprentice and almost two in estimating, Connor bridges hands-on trade knowledge with growing proficiency in cost analysis, bid preparation, and project coordination.

His field experience spans ground-up and new construction projects across diverse sectors, including medical facilities, offices, warehouses, and commercial buildings. This background provides him with a practical understanding of electrical systems, construction sequencing, and on-site challenges, enhancing the accuracy and feasibility of his estimates.

As a Junior Estimator, Connor is responsible for reviewing and interpreting electrical drawings, performing material and labor takeoffs, preparing detailed cost estimates, conducting site walks, and coordinating with general contractors, superintendents, and suppliers to ensure complete and competitive proposals. His ability to combine technical insight with analytical precision supports GTS in delivering accurate, cost-effective, and reliable solutions for every client.

ROLE FOR THE TOWN OF FOUNTAIN HILLS:

Connor will support all preconstruction and estimating activities related to JOC task orders. His responsibilities include reviewing drawings, performing material and labor takeoffs, validating field quantities, and preparing detailed cost proposals for Town review and approval. Working closely with Carlos Yado and Nate Mora, Connor will help ensure that project scopes are clearly defined and that pricing accurately reflects field-verified conditions. In addition, he will assist in developing value-engineering solutions and maintaining precise cost data records to support consistency and accuracy across future task orders.

CERTIFICATIONS:

- OSHA 10-Hour Construction Safety Certification
- Forklift, Boom Lift, and Bucket Truck Certified
- Two Years Completed in Electrical Apprenticeship Program

CERTIFICATE OF ELECTRICAL APPRENTICESHIP





- A. Describe the Vendor's approach to performing the required Services in the section titled Scope of Work, and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff.

At GTS, our approach combines precision, partnership, and performance. We deliver safe, high-quality electrical services through meticulous planning, proactive communication, and skilled execution—ensuring the Town's infrastructure operates reliably and efficiently.

SERVICE DELIVERY & EXECUTION

We tailor every solution to the Town's operational and community needs. Our process emphasizes preventive maintenance, rapid troubleshooting, and seamless new installations—all backed by 24/7 emergency response with a 1-hour acknowledgment and 4-hour on-site commitment.

CONTRACT MANAGEMENT & PARTNERSHIP

GTS views every contract as a partnership. We maintain transparent communication, clear documentation, and responsive reporting. Our dedicated team serve as single points of contact, ensuring accountability, timely delivery, and alignment with Town objectives.

CUSTOMER SERVICE & QUALITY CONTROL

Our team is driven by a service-first mindset. We monitor performance through routine inspections, detailed service logs, and quarterly reviews with Town stakeholders—enabling continuous improvement and measurable results.

IMPLEMENTATION TIMELINE

WEEK 1-2

Pre-Engagement Phase: Meetings with Town officials, site surveys, assessment of existing electrical systems.

WEEK 3-4

Proposal Preparation: Customized proposals outlining scope, timelines, and cost estimates.

WEEK 5-6

Contract Alignment: Confirmation of service expectations, performance metrics, and communication protocols.

WEEK 7-8

Mobilization: Permitting, mobilization of equipment and personnel, communication channels established.

ROUTINE MAINTENANCE

Ongoing: Routine maintenance, repair requests, and new installations.

EMERGENCY SERVICES

As-Needed: 24/7 availability with rapid response and on-site presence within hours.

QUARTERLY UPDATES

Evaluations: Performance reviews with Town stakeholders, adjustments made as needed.



SCHEDULING & STAFFING

With experienced, certified technicians and scalable resources, GTS adapts to the Town's evolving needs. We prioritize efficiency in scheduling, ensuring minimal disruption to operations while maintaining strict safety and quality standards.

- B. Describe any alternate approaches if it is believed that such an approach would best suit the needs of the Town. Include rationale for alternate approaches, and indicate how the Vendor will ensure that all efforts are coordinated with the Town's Representatives.**

GTS understands the distinctive character of Fountain Hills, where preserving dark skies, maintaining reliable public facilities, and protecting community access are essential. We have retrofit experience with outdoor lighting systems to meet dark-sky compliance, ensuring minimal impact on the Town's night skies. Our history of municipal service work equips us to respond effectively to the needs of Town-owned buildings, parks, libraries, and law enforcement facilities.

Proximity is also a key strength. With our Phoenix office, GTS can mobilize rapidly to Fountain Hills for both scheduled and emergency work. As a registered vendor for the Town of Fountain Hills, we can immediately begin services upon award with no delay in administrative setup. Our commitment is to deliver electrical services that are responsive, safe, and cost-effective while respecting the Town's unique community values and operational continuity.





LABOR RATES

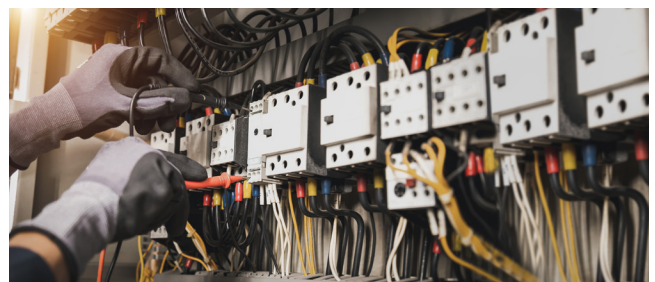
SELF-PERFORMED ELECTRICAL SERVICES

Classification /Role	Regular Hourly Rate	Overtime Rate	Emergency/ After-Hours Rate
Journeyman Electrician	\$95.00	\$142.50	\$190.00
Apprentice Electrician	\$75.00	\$112.50	\$150.00
Project Manager or Estimator	\$120.00	\$180.00	\$240.00
Service Call (2-Hour Minimum)	\$120.00	\$180.00	\$240.00
Standard Labor Rates	\$120.00	\$180.00	\$240.00

15% markup will be applied to all equipment and material costs.

15% markup will be applied when subcontractor required.

Four (4) hour minimum charge of \$120 per hour.



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Go To Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

23040 N 11th Avenue, Bldg 2 Ste #113

Requester's name and address (optional)

6 City, state, and ZIP code

Phoenix, Az 85027

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

4	6	-	4	1	8	3	1	9	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Holly Kelly

Date ► October 29, 2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
GO TO SERVICES, INC.

[Scope of Work]

See following pages.

Scope of Work

The Town is seeking to engage one or more qualified electrical contractors to provide on-call electrical maintenance and repair services at Town-owned facilities/locations. Work will be performed on an as-needed basis and may include but is not limited to: troubleshooting power issues, repairing lighting systems, replacing electrical panels, installing new wiring or outlets, and addressing emergency outages or safety hazards.

Contractors must comply with all applicable federal, state, and local codes, including the National Electrical Code (NEC), OSHA standards, and local permitting requirements. Services may be required at administrative buildings, libraries, parks, law enforcement facilities, and other Town properties.

Service Hours and Response Expectations

- Standard Hours: Monday–Friday, 8:30 AM to 5:00 PM ET
- Emergency Availability: 24/7 on-call coverage is required for urgent electrical situations
- Response Times:
 - Emergency requests must be acknowledged within **1 hour** and responded to **on-site within 4 hours**
 - Non-emergency work should begin within **48 hours** of work order issuance unless otherwise scheduled

Licensed Personnel Requirements

All electrical work must be performed by personnel who are licensed in accordance with Arizona law. Contractors must provide proof of licensure for all assigned personnel and maintain compliance with Arizona's licensing standards throughout the contract term. The Town reserves the right to verify credentials and reject unqualified staff.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
GO TO SERVICES, INC.

[Quote or Work Order]

See following pages.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
GEUTHER ELECTRICAL, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into upon execution between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”) and Geuther Electrical, LLC, an Arizona limited liability company (the “Vendor”).

RECITALS

A. The Town issued Requests for Proposals (RFP) No. 2025-026 (the “RFP”), a copy of which is on file with the Town and incorporated herein by reference, seeking bids for “Job Order Contracting Electrical Services” (the “Services”).

B. The Vendor responded to the RFP by submitting a proposal (the “Proposal”), attached hereto as Exhibit A and incorporated herein by reference.

C. The Town desires to enter into an Agreement with the Vendor to perform the Services, as set forth below.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date of execution and attested to by the Town Clerk pursuant to Section 3-3-31 of the Town Code, and shall remain in full force and effect until June 30, 2026 (the “Initial Term”), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up four successive one-year terms (the “Renewal Term”) if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal, (ii) 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 (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), 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 the Renewal Term 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 Services as set forth in Exhibit B and incorporated by this reference. Services shall only be provided when the Town identifies a need and proper authorization and documentation have been approved. For project(s) determined by the Town to be appropriate for this Agreement, the Vendor shall provide the Services to the Town on an as-required basis relating to the specific Services as may be agreed upon between the parties in writing, in the form of a written acknowledgment between the parties describing the Services to be provided (each, a “Work Order”). Each Work Order issued for Services pursuant to this Agreement shall be (i) in the form provided and approved by the Town for the Services, (ii) contain a reference to this Agreement and (iii) be attached to hereto as Exhibit C and incorporated herein by reference. By signing this Agreement, Vendor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. The Town does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.

3. Compensation. The Town shall pay the Vendor an amount not to exceed **\$150,000** per Term at the rates set forth in the Fee Proposal attached hereto as Exhibit A as previously set forth herein.

4. Payments. The Town shall pay the Vendor monthly (and the Vendor shall invoice the Town monthly), based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All invoices and statements shall be emailed to accountspayable@fountainhillsaz.gov. This Agreement must be referenced on all invoices. Town Finance will not disburse any payments to Vendors without a valid business license, as applicable.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Vendor Personnel. Vendor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Vendor agrees to assign specific individuals to key positions. If deemed qualified, the Vendor is encouraged to hire Town residents to fill vacant positions at all levels. Vendor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Vendor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Vendor's performance. The Vendor shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Vendor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor. The Town has no obligation to provide Vendor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Vendor.

9. Performance Warranty. Vendor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

10. Indemnification. To the fullest extent permitted by law, 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, breach of contract, 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. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Vendor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Vendor from,

nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Vendor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured; the Town's insurance shall be non-contributory and a waiver of subrogation against the Town shall apply.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Vendor. Vendor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Vendor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Vendor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Agreement and insurance requirements set forth herein protecting the Town and Vendor. Vendor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Vendor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Vendor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Vendor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Vendor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Vendor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Vendor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Vendor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Vendor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Vendor engages in any professional services or work in any way related to performing the work under this Agreement, the Vendor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Vendor, or anyone employed by the Vendor, or anyone for whose negligent acts, mistakes, errors and omissions the Vendor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. Vendor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

12. Termination; Cancellation.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Vendor of written notice by the Town. Upon termination for convenience, Vendor shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Vendor for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Vendor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Vendor for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Vendor to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Vendor, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Vendor fully informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Vendor shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Vendor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Vendor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Vendor, its employees or subcontractors. The Vendor, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Vendor meets the requirements as agreed in Section 2 above and in Exhibit A. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Vendor do not intend to nor will they combine business operations under this Agreement.

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

13.3 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.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Vendor.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Vendor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Agreement by Vendor.

13.9 Subcontracts. No subcontract shall be entered into by the Vendor with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Vendor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Vendor.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Vendor from any

responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Vendor any amounts Vendor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Vendor any amounts Vendor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.14 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 (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) 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: Town Attorney

If to Vendor: Geuther Electrical, LLC
929 N. Val Vista Drive, Suite 109 PMB 184
Gilbert, Arizona 85234
Attn: Gerry Geuther

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 (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) 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.

13.15 Confidentiality of Records. The Vendor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Vendor's duties under this Agreement. Persons requesting such information should be referred to the Town. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under subsection 13.17 below, Vendor's and its subcontractor's 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 (A) evaluation and verification of any invoices, payments or claims based on Vendor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, 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 subsection. 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 subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 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.

13.18 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.

13.19 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.

13.20 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved invoices, and the RFP, and the Proposal, the documents shall govern in the order listed herein.

13.21 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

13.22 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Vendor. Vendor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Vendor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

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

FOR THE TOWN OF FOUNTAIN HILLS:

Town Manager

ATTESTED TO:

Town Clerk



APPROVED AS TO FORM:

Town Attorney

FOR THE CONTRACTOR:

By:

Name _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
GEUTHER ELECTRICAL, LLC

[Vendor's Proposal]

See following pages.



[GEUTHER ELECTRICAL] RESPONSE DOCUMENT REPORT

RFP No. RFP-2025-026

[JOC Electrical Services](#)

RESPONSE DEADLINE: November 5, 2025 at 5:00 pm

Report Generated: Wednesday, January 21, 2026

Geuther Electrical Response

CONTACT INFORMATION

Company:

Geuther Electrical

Email:

geutherelectric@gmail.com

Contact:

Gerry Geuther

Address:

929 N. Val Vista Drive Ste. 109 PMB 184
Gilbert, AZ 85234

Phone:

(480) 812-5219

Website:

<https://geutherelectrical.net/>

Submission Date:

Oct 28, 2025 8:56 PM (Mountain Time - Arizona)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Oct 31, 2025 9:29 AM by Gerry Geuther

QUESTIONNAIRE

1. Certification

By confirming questions under this section, the Vendor certifies:

NO COLLUSION*

Pass

The submission of the Proposal did not involve collusion or other anti-competitive practices.

Confirmed

NO GRATUITY*

Pass

It 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 Town employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the Town Manager, Assistant Town Managers, Department Heads, and other Town staff. All contact must be addressed to the Town's Procurement Agent, except for questions submitted as set forth in Subsection 1.4 (Inquiries), above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

Confirmed

FINANCIAL STABILITY*

Pass

It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

Confirmed

NO SIGNATURE/FALSE OR MISLEADING STATEMENT*

Pass

The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the Proposal and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

Confirmed

PROFESSIONAL SERVICES AGREEMENT*

Pass

In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

Confirmed

REFERENCE CHECKS*

Pass

References will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the Town's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the Town to verify references shall result in the Proposal being considered non-responsive.

Confirmed

2. Vendor Proposal

GENERAL INFORMATION*

Pass

- A. One page cover letter as described in the section titled ["RFP Submission Process"](#), the subsection titled "Required Submittal".
- B. Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the Proposal.
- C. Identify the location of the Vendor's principal office and the local work office, if different. Include any documentation that supports the Vendor's authority to provide services in Arizona.
- D. Provide a general description of the Vendor's organization, including years in business.
- E. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five years. Briefly describe the circumstances and the outcome.
- F. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

Cover_Letter_2025.pdf

Company_Information.docx

EXPERIENCE AND QUALIFICATIONS OF THE VENDOR*

Pass

- A. Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the Town, specifically relating experience with respect to JOC Electrical Services.
- B. Vendor must demonstrate successful completion of at least three similar projects within the past 60 months. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this project in size, nature and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:
 - 1. Name of company or organization.
 - 2. Contact name.
 - 3. Contact address, telephone number and e-mail address.
 - 4. Type of services provided.
 - 5. Dates of contract initiation and expiration.

Experince_and_Qualifications_.docx

KEY POSITIONS*

Pass

- A. Identify each key personnel member that will render services to the Town including title and relevant experience required, including the proposed project manager and project staff.
- B. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the Town.
- C. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.
- D. Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.

Key_Personnel_and_Experience_2025.docx

PROJECT APPROACH*

Pass

- A. Describe the Vendor's approach to performing the required Services in the section titled [Scope of Work](#), and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff.
- B. Describe any alternate approaches if it is believed that such an approach would best suit the needs of the Town. Include rationale for alternate approaches, and indicate how the Vendor will ensure that all efforts are coordinated with the Town's Representatives.

Project_Approach_2025.docx

PRICING*

Pass

Labor_Rate_Sheet_2025.docx

W-9

Pass

W-9.pdf

DOES THE BID CONTAIN ANY CONFIDENTIAL INFORMATION?*

Pass

Please clearly mark any confidential information.

No

GEUTHER ELECTRICAL, LLC.

929 N. Val Vista Dr., Ste 109 PMB 184

Gilbert, AZ 85234

480-812-5219

Proposal Submittal
JOC Electrical Services
Town of Fountain Hills
October 28th, 2025

Gerry Geuther, President

PRINTED NAME AND TITLE

Gerry Geuther

AUTHORIZED SIGNATURE

Table of Content

Page 1: Cover Letter

Page 2: Company Information

Page 3: Experience and Qualifications

Page 4: Key Personnel

Page 5-6: Project Approach

Page 7: Labor Sheet

Page 8: W-9

Company Information

Geuther Electrical, LLC

Billing address: 929 N. Val Vista Drive Ste 109 PMB 184 Gilbert, AZ 85234

Shop address: 3400 N. Arizona Ave. Ste 118 Chandler, AZ 85225

Authorized signer: Gerry Geuther

ROC# 204901 Town of Fountain Hills Business License# 2025-3067

Website: geutherelectrical.net

Company email: geutherelectric@gmail.com

Company phone number: 480-812-5219

Geuther Electrical LLC has been a family-owned and operated business for the last 21 years. The business was established by Daniel Geuther in 2004. He owned and operated the business up until 2021 when he retired. Gerry Geuther, his son, purchased the business from him after years of working for him. Gerry has continued to conduct business as his father did. Geuther Electrical is an electrical contractor that specializes in water and wastewater electrical controls.

Over the years, Geuther Electrical has performed work at pump stations throughout the state of Arizona. Including automating the pump and lighting controls for the fountain in Fountain Hills. Gerry has had the privilege to work with many generations of farmers and town personnel over the years.

Experience and Qualifications

Fountian Hills Sanitary District

16941 E. Pepperwood Circle, Fountian Hills, AZ 85268-2901

Tim Sheperd (480) 797-1095 timsheperd@az-fhds.gov

- 1.) Pump station 23- Replaced bad 15kva transformer. Powered up the system and tested for proper operation. Work completed on 7/21/2025.

Town of Florence

755 N. Main Street PO Box 2670, Florence, AZ 85132

Tim Wainscott (520) 251-2131 tim.wainscott@floranceaz.gov

- 1.) North plant- Troubleshoot blower #2 and found bad motor starter. Replaced motor starter and rewired control circuit. Tested system for proper operation. Work completed on 1/31/2025.

Arizona Water Company

3805 N. Black Canyon Hwy, Phoenix, AZ 85015

Pablo Rodríguez (602) 859-2042 prodriguez@azwater.com

- 1.) Booster Pump Station 4- Provide material and labor to install generator transfer switch. Work completed on 9/2/2025.
- 2.) San Manuel 750 Tank- Trench and install underground conduit for RTU and PLC control panel. Pull in new circuit and install new breaker and receptacle. Work completed on 7/30/2025.

Town of Fountain Hills

16705 E. Avenue of the Fountains, Fountain Hills, AZ 85268

Joe Beauvais (847) 525-4634 jbeauvais@fountianhillsaz.gov

- 1.) Replaced 8-bathroom light fixtures. Tested new fixtures for proper operation. Delivered old fixtures to Joe to be used for spare parts. Delivered spare ballasts and light fixture lenses for existing fixtures. Work completed on 4/15/2025.

Key Personnel

Gerry Geuther- President and owner of the company. Gerry has 23 years of experience in the electrical field. Gerry attended Gateway Community College and completed several electrical courses throughout the years. Gerry oversees projects from start to finish. His key roles are design, estimating, and managing projects. Gerry also spent a lot of time in the field troubleshooting and repairing electrical failures.

Mike Fry- Construction Manager. Mike has 25 years of experience in the electrical field and is Geuther Electrical longest tenured employee. Mike specializes in new construction. He manages many of Geuther Electricals' new installations. Mike attended Gateway Community College to further his knowledge in the field.

Zach Jensen- Electrician. Zach has 11 years of experience in the electrical field and has worked for Geuther Electrical for 7 years. Zach specializes in troubleshooting and electrical repairs. Zach attended Stratford Institute and completed his electrical courses.

Austin Miller- Electrician. Austin has 3 years of experience in the electrical field and has worked for Geuther Electrical for 3 years. Austin joined Geuther Electrical right out of high school. He attended EVIT and received his welding certificate. He started as an apprentice and is currently Geuther Electricals' main panel builder. Austin is currently enrolled at Stratford Institute.

Kyan Taylor- Apprentice. Kyan has worked for Geuther Electrical for 1 year. He currently works alongside our electricians getting hands-on learning and skill development in the electrical field. Kyan also joined Geuther Electrical right out of high school. While in high school, Kyan attended EVIT and received his welding certificate. Kyan is currently enrolled at Stratford Institute.

Jennelle Geuther- Office Admin. Jennelle has 15 years of experience in office admin and has worked for Geuther Electrical for 4 years. She oversees the office with bookkeeping responsibilities such as maintaining ledgers, processing payroll, invoicing and recording transactions. Jennelle does have B.A in Psychology from Arizona State University.

Project Approach

1. Project Initiation and Coordination

- Geuther Electrical will assign a dedicated Project Manager as the single point of contact.
- As a standard, we will conduct an initial coordination meeting with Town representatives to establish communication protocols, reporting procedures, and escalation pathways.

2. Scope Review and Planning

- Geuther Electrical will review each JOC work order and scope of work by conducting site visits to assess existing conditions.
- We will identify safety considerations, utility conflicts, and potential efficiencies.
- A prepared cost estimate and schedule will be provided for Town approval prior to mobilization.

3. Procurement and Mobilization

- Geuther Electrical sources most materials from pre-approved vendors and local suppliers.
- Pricing for rental equipment, material, and sub contractors (if applicable) are subject to 20% markup.
- Mobilization of crews and equipment will be based on project urgency.

4. Execution and Installation

- Geuther Electrical will perform all electrical work by NEC, OSHA, and Town standards.
- The Project Manager will maintain open communication with Town staff during execution.
- Ensure clean, organized, and secure job sites.
- Conduct daily safety briefings and inspections.

5. Emergency Response

- Geuther Electrical provides 24/7 on-call emergency support.
- We dispatch qualified technicians within one hour of notification and will be on site within four hours.
- Our crews maintain a stocked service vehicle to expedite repairs.
- Town representatives will receive a post-incident report phone call with findings and recommendations.

6. Quality Control and Safety

- All work is inspected and tested prior to closeout.

- Utilize lockout/tagout, PPE, and site-specific safety plans.
- Maintain a zero-incident safety goal through proactive management.

7. Invoicing and Closeout

- Geuther Electrical will conduct final walkthroughs with Town representatives.
- Invoices will be submitted with detailed labor and material breakdowns for transparency.

Labor Rate Sheet

Standard Rate (Hourly)

1-man \$130

2- man \$195

Overtime Rate (Hourly)

1-man \$195

2-man \$ 290

Terms and Conditions:

- Standard rates apply to working hours Monday – Friday 8:30am to 5:00pm
- Overtime rates apply to hours worked on weekends, holidays and outside of standard working hours.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

GEUTHER ELECTRICAL, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

929 N. VAL VISTA DR. STE 109 PMB 184

Requester's name and address (optional)

6 City, state, and ZIP code

GILBERT, AZ 85234

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

2	0	-	2	3	3	9	4	3	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Gerry Geuther

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
GEUTHER ELECTRICAL, LLC

[Scope of Work]

See following pages.

Scope of Work

The Town is seeking to engage one or more qualified electrical contractors to provide on-call electrical maintenance and repair services at Town-owned facilities/locations. Work will be performed on an as-needed basis and may include but is not limited to: troubleshooting power issues, repairing lighting systems, replacing electrical panels, installing new wiring or outlets, and addressing emergency outages or safety hazards.

Contractors must comply with all applicable federal, state, and local codes, including the National Electrical Code (NEC), OSHA standards, and local permitting requirements. Services may be required at administrative buildings, libraries, parks, law enforcement facilities, and other Town properties.

Service Hours and Response Expectations

- Standard Hours: Monday–Friday, 8:30 AM to 5:00 PM ET
- Emergency Availability: 24/7 on-call coverage is required for urgent electrical situations
- Response Times:
 - Emergency requests must be acknowledged within **1 hour** and responded to **on-site within 4 hours**
 - Non-emergency work should begin within **48 hours** of work order issuance unless otherwise scheduled

Licensed Personnel Requirements

All electrical work must be performed by personnel who are licensed in accordance with Arizona law. Contractors must provide proof of licensure for all assigned personnel and maintain compliance with Arizona's licensing standards throughout the contract term. The Town reserves the right to verify credentials and reject unqualified staff.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
GEUTHER ELECTRICAL, LLC

[Work Order or Quote]

See following pages.



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 2/17/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Administration / Town Clerk
Prepared by: Angela Espiritu, Executive Assistant/Deputy Town Clerk
Staff Contact Information: Phone: 480-816-5107
Email: aespiritu@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

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)

N/A

Related Ordinance, Policy or Guiding Principle

N/A

Risk Analysis

N/A

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

N/A

Staff Recommendation(s)

N/A

Suggested Motion

N/A

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

- | | |
|----|-------------------------|
| 1. | LEAGUE BULLETIN ISSUE 3 |
| 2. | LEAGUE BULLETIN ISSUE 4 |

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Legislative Bulletin: Issue 3 – February 2, 2026



Legislative Update:

Welcome to the fourth week of session. To date, 1,621 bills and 114 memorials and resolutions have been introduced. Today marks the Senate bill introduction deadline.

Public Safety Technology Bills

The Senate Committee on Appropriations, Transportation & Technology is scheduled to hear **SB1138: automated license plate readers** on Tuesday, February 3. A **strike-everything amendment** to the bill has been introduced in an attempt to address the concerns of public safety stakeholders. In particular, the striker removes language that would have prohibited third-party data storage — a requirement that would have imposed significant costs on local governments that contract with vendors to securely manage this information. The striker also revises the bill's data-retention provisions. While the introduced version of SB1138 imposed a 90-day retention limit, the amended language instead requires law enforcement agencies to responsibly retain data, allowing flexibility to support criminal investigations and court proceedings.

In addition, legislation targeting photo enforcement systems continues to advance. **SCR1004: photo enforcement systems; prohibition** passed the Senate Appropriation, Transportation & Technology committee on a party-line 6–4 vote last month, and a mirror measure, **HCR2004**, is scheduled for a hearing on Wednesday in the House Transportation & Infrastructure Committee. The League supports the ability of cities and towns to use tools such as license plate readers and photo enforcement systems in a responsible manner to assist law enforcement, enhance public safety, and reflect local community priorities.

Primary Election Fix

Legislation to permanently move Arizona’s primary election earlier in the summer continues to advance. In 2024, lawmakers temporarily shifted the primary election date after county election officials warned that existing timelines could jeopardize compliance with federal deadlines and the timely certification of election results, particularly for military and overseas voters.

This session, **HB2022: elections; July primary; curing; observers** passed the House Federal, Military Affairs & Elections Committee on January 21 and would permanently move the primary election from August to July. A companion measure, **SB1425: elections; July primary; cure; petitions** is scheduled to be heard in the Senate Judiciary & Elections committee on Wednesday. Both bills are intended to provide election officials with sufficient time to complete canvasses, conduct recounts if necessary, and meet all statutory and federal requirements ahead of the general election.

Negotiations are underway to align the two bills, with the goal of advancing identical legislation that can be signed by February 13 with an emergency clause. This approach is intended to ensure clarity and certainty for election officials and to support the smooth administration of the upcoming primary election.

Upcoming Hearings

HB 2118: S/E mobile food vendors; licensure (Carter N)

House Committee on Commerce

Eliminates authority for municipalities and counties to require separate local licensure of mobile food vendors based on background checks, identification or fingerprinting of the owner.

Position: OPPOSED

Hearing: February 3, 2026, at 2:00 p.m. in HHR 5

HB 2400: motor fuel tax holiday (Willoughby)

House Committee on Natural Resources, Energy & Water

Suspends the motor vehicle fuel tax from May 1 through September 30 of each year for fuel purchased, sold, possessed, used, or consumed in Area A (Maricopa County) or Area C (Pinal County) and prohibits vendors from

collecting or recovering the tax during that period. Requires vendors to remit any fuel tax amounts collected in error and maintains all existing reporting requirements. Requires the Arizona Department of Transportation to annually allocate and transfer \$72.6 million from the Arizona Highway User Revenue Fund to counties and municipalities.

Position: OPPOSED

Hearing: February 3, 2026, at 2:00 p.m. in HHR 3

HB 2795: small modular reactors; zoning; approval (Carbone)

House Committee on Natural Resources, Energy & Water

Prohibits a county from preventing, restricting or otherwise regulating the construction and operation of a small modular reactor if the owner or operator obtains a federal early site permit, completes the required federal public notice and comment process, receives a federal design certification and submits specified documentation to the county board of supervisors.

Position: OPPOSED

Hearing: February 3, 2026, at 2:00 p.m. in HHR 3

SB 1241: municipalities; counties; private permitting providers (Bolick)

Senate Committee on Regulatory Affairs and Government Efficiency

Authorizes property owners or their contractors to use private permitting providers for building plan reviews and inspections for single-trade residential construction projects without municipal or county approval. Requires municipalities and counties to accept and track private permits and private certificates of completion and prohibits them from charging review or processing fees other than reasonable recording fees. Prohibits municipalities and counties from taking discriminatory action against a property owner or contractor for using a private permitting provider. Requires municipalities and counties to post building codes and permitting fee schedules on their websites and restricts their ability to charge permitting fees if they fail to do so.

Position: OPPOSED

Hearing: February 4, 2026, at 9:00 a.m. in SHR 109

Session Deadlines

Every session has deadlines pertaining to bill submissions and hearings. These are established by Senate and House rule and are subject to change. This year's schedule is as follows:

February

Monday 2/2: Senate Bill Introduction Deadline

Monday 2/9: House Bill Introduction Deadline

Friday 2/20: Last day for consideration of bills in chamber of origin

March

Friday 3/27: Last day for consideration of bills in opposite chamber

April

Friday 4/17: Last day for consideration of bills in conference committee

Tuesday 4/21: 100th Day of Session

Legislative Staff

You may contact our legislative division by phone at (602) 258-5786 or by e-mail using the following information:

Tom Savage, Legislative Director: tsavage@azleague.org

Marshall Pimentel, Senior Legislative Associate: mpimentel@azleague.org

Megan Didur, Legislative Associate: mdidur@azleague.org

Nicholas Medel, Legislative Intern: nmedel@azleague.org



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Keep up with the issues and events.

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What the League is Tracking

Stay informed about legislation that affects municipalities throughout the state. Track proposed bills and resolutions, stay updated on their progress, and actively engage in the democratic process. Here are some priority measures the League is tracking:

Legislative Bill Monitoring

League of Arizona Cities and Towns

1820 W Washington Street

Phoenix, AZ 85007

info@azleague.org



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Legislative Bulletin: Issue 4 – February 9, 2026



Legislative Update:

Welcome to the fifth week of the session. To date, 1,875 bills and 139 memorials and resolutions have been introduced. Today marks the House bill introduction deadline.

Primary Election Fix

On Friday, February 6, Governor Hobbs signed **HB 2022: elections; July primary; curing; observers (Kolodin)**, a bipartisan elections bill that permanently moves Arizona's statewide primary election from the first Tuesday in August to the second-to-last Tuesday in July, beginning in 2026. The change is effective immediately through an emergency clause, meaning the 2026 primary will be held on July 21. Lawmakers cited ongoing challenges with election administration timelines under the August primary date.

Supporters of the legislation pointed to federal requirements that ballots be sent to military and overseas voters at least 45 days before a federal election, noting that the August primary created risk if recounts or delayed certifications occurred. In addition to shifting the primary date, HB 2022 shortens certain ballot

curing deadlines, clarifies party observer access at ballot replacement locations and voting centers, and validates nomination petitions circulated using the previously published August primary date.

The new timeline will require candidates, election officials, and voters to adjust to an earlier summer primary going forward. State and county election officials are expected to conduct outreach ahead of the 2026 cycle to ensure awareness of the new election calendar.

Upcoming Hearings

HB 2375: housing; zoning; historic neighborhoods (Gress)

House Committee on Government

Exempts historic neighborhoods from the requirement that municipalities authorize middle housing development.

Position: SUPPORT

Hearing: February 11, 2026, at 9:00 a.m. in HHR 5

HB 2793: annexation of territory; procedures (Carbone)

House Committee on Government

Allows a city or town to publish annexation hearing notices electronically and to reduce posting requirements for a proposed annexation consisting of a single parcel of not more than 160 acres. Authorizes a city or town to waive the 30-day waiting period and public hearing and to complete annexation immediately by ordinance when the annexation consists of 100 percent of the property owned by the initiating property owner.

Position: SUPPORT

Hearing: February 11, 2026, at 9:00 a.m. in HHR 5

HB 4030/HCR 2052: rates; fees; taxes; increase; moratorium (Olson)

House Committee on Ways & Means

Prohibits counties and municipalities, from July 1, 2026 through June 30, 2030, from increasing fees, transaction privilege tax rates, surcharges, or municipally provided utility rates above amounts authorized in the FY2025-26 budget and from adopting new tax classifications or expanding the tax base, subject to limited voter-approved exceptions. Prohibits municipalities from circumventing the moratorium by renaming or restructuring charges, altering methodologies, or imposing substantially similar new charges, and voids any fee, tax, or rate adopted in violation of these limits. Repeals these moratoriums July 1, 2030. The bill also has a companion **ballot referral** that, if passed by the legislature, will be submitted to the voters at the 2026 general election.

Position: OPPOSED

Hearing: February 11, 2026, at 10:00 a.m. in HHR 3

SB 1090: S/E municipal tax; food; exemption (Finchem)

Senate Committee on Finance

The strike-everything amendment to S.B. 1090 would prohibit cities, towns, and other local taxing jurisdictions in Arizona from imposing a transaction privilege tax (TPT) or similar tax on food and other items that are eligible for purchase with Supplemental Nutrition Assistance Program (SNAP) or Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) benefits, regardless of whether the purchaser is actually using SNAP or WIC benefits at the time of sale. The change replaces current language that only bars local TPT on food purchased using SNAP/WIC benefits with a broader ban based on eligibility for those programs, could affect municipal tax collections, applies retroactively to taxable periods beginning after the general effective date, and includes technical updates.

Position: OPPOSED

Hearing: February 09, 2026, at 1:30 p.m. in SHR 1

SB 1431: municipalities; planned communities; design; prohibition (Bolick)

Senate Committee on Regulatory Affairs & Government Efficiency

Prohibits a municipality from requiring the creation of a homeowners' association, shared amenities, gated access, or other perimeter enclosures as a condition of a subdivision or development, except as required by federal law. Prohibits a municipality from adopting or enforcing design, architectural, or aesthetic requirements for single-family homes or accessory dwelling units, including requirements related to materials, colors, façades, layouts, garages, fences, or similar features. Prohibits a municipality from denying or conditioning a permit based on prohibited design requirements, Preserves the applicability of building codes, fire codes, public health and safety regulations, minimum parking requirements, and dark sky ordinances.

Position: OPPOSED

Hearing: February 11, 2026, at 9:00 a.m. in SHR 109

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