



**POST ACTION AGENDA NOTICE**  
**NOTICE OF THE EXECUTIVE SESSION**  
**OF THE**  
**FOUNTAIN HILLS TOWN COUNCIL**

Mayor Linda M. Kavanagh

Councilmember Dennis Brown  
Councilmember Nick DePorter  
Councilmember Cassie Hansen

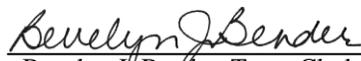
Vice Mayor Henry Leger  
Councilmember Alan Magazine  
Councilmember Cecil A. Yates

**TIME: 5:30 P.M.**  
**WHEN: THURSDAY, MAY 5, 2016**  
**WHERE: FOUNTAIN CONFERENCE ROOM – 2<sup>ND</sup> FLOOR**  
**16705 E. AVENUE OF THE FOUNTAINS, FOUNTAIN HILLS, AZ**

**EXECUTIVE SESSION AGENDA**

- **CALL TO ORDER** – Mayor Linda M. Kavanagh **5:30 PM**
- 1. **ROLL CALL AND VOTE TO GO INTO EXECUTIVE SESSION:** Pursuant to: A.R.S. (i) § 38-431.03(A)(3), Discussion or consultation for legal advice with the attorney or attorneys of the public body, and (ii) A.R.S. § 38-431.03(A)(4), Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body’s position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation (*specifically: threatened litigation relating to a tax lien*). **NO ACTION TAKEN**
- 2. **ADJOURNMENT. 5:50 PM**

DATED this 4<sup>th</sup> day of May, 2016.

  
Bevelyn J. Bender, Town Clerk

**NOTICE OF SPECIAL SESSION OF THE  
EAGLE MOUNTAIN COMMUNITY  
FACILITIES DISTRICT BOARD**

**WHEN: THURSDAY, MAY 5, 2016**  
**TIME: 6:25 P.M.**  
**WHERE: TOWN OF FOUNTAIN HILLS - COUNCIL CHAMBERS**  
**16705 EAST AVENUE OF THE FOUNTAINS, FOUNTAIN HILLS, AZ**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the Directors of the District Board of the Eagle Mountain Community Facilities District and to the general public that the District Board of the Eagle Mountain Community Facilities District will hold a special session open to the public, which will begin immediately prior to the May 5, 2016, Cottonwoods Maintenance District Board Meeting and Fountain Hills Town Council meeting.

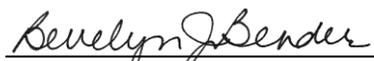
Members of the Eagle Mountain Community Facilities District Board will attend either in person or by telephone conference call; a quorum of the Town’s various Commissions or Boards may be in attendance at the Board meeting.

“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. Meetings of the District Board are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the District Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the District Board will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.”

**AGENDA**

- **CALL TO ORDER AND ROLL CALL.** – District Board Chair Linda M. Kavanagh **6:28 PM**
- **CALL TO THE PUBLIC.**  
 Pursuant to A.R.S. §38-431-01(G), public comment is permitted (not required) on matters not listed on the agenda. Any such comment (i) must be within the jurisdiction of the Directors is subject to reasonable time, place and manner restrictions. The Directors will not discuss or take legal action on matters raised during “Call to the Public” unless the matters are properly noticed for discussion and legal action. At the conclusion of the “Call to the Public”, individual Directors may (i) respond to criticism, (ii) ask staff to review a matter or (iii) ask that the matter be placed on a future agenda.
- 1. **CONSIDERATION** of approving the Eagle Mountain Community Facilities District Board MEETING MINUTES of June 18, 2015. **APPROVED**
- 2. **PUBLIC HEARING** regarding RESOLUTION EMCFD 2016-01, approving the Tentative Budget of the District for the Fiscal Year beginning July 1, 2016, and ending June 30, 2017, setting a hearing date for the budget and annual assessments. **OPENED: 6:29 PM/CLOSED:6:30 PM**
- 3. **CONSIDERATION** of RESOLUTION EMCFD 2016-01, approving the Tentative Budget of the District for the Fiscal Year beginning July 1, 2016, and ending June 30, 2017, setting a hearing date for the budget and annual assessments. **APPROVED**
- 4. **ADJOURNMENT. 6:30 PM**

DATED this 28<sup>th</sup> day of April, 2016.

  
 Bevelyn J. Bender, District Clerk

The Eagle Mountain Community Facilities District, in cooperation with the Town of Fountain Hills endeavors to make all public meetings accessible to persons with disabilities. Please call 480-816-5100 voice or 1-800-367-8939 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting. Supporting documentation and staff reports furnished with this agenda are available for review in the Clerk’s office and on the Town’s website [www.fh.az.gov].

**NOTICE OF SPECIAL SESSION OF  
THE COTTONWOODS  
MAINTENANCE DISTRICT BOARD**

**WHEN: THURSDAY, MAY 5, 2016**

**TIME: IMMEDIATELY FOLLOWING ADJOURNMENT OF THE 6:25 PM EAGLE MOUNTAIN COMMUNITY FACILITIES DISTRICT BOARD SPECIAL SESSION, AND PRIOR TO THE REGULAR MEETING OF THE TOWN OF FOUNTAIN HILLS TOWN COUNCIL**

**WHERE: TOWN OF FOUNTAIN HILLS - COUNCIL CHAMBERS  
16705 EAST AVENUE OF THE FOUNTAINS, FOUNTAIN HILLS, AZ**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the Directors of the District Board of the Cottonwoods Maintenance District and to the general public that the District Board of the Cottonwoods Maintenance District will hold a special session open to the public, which will begin immediately after the adjournment of the 6:25 PM Eagle Mountain Facilities District Board Special Session and **prior** to the May 5, 2016 Fountain Hills Town Council meeting.

Members of the Cottonwoods Maintenance District Board will attend either in person or by telephone conference call; a quorum of the Town's various Commissions or Boards may be in attendance at the Board 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. Meetings of the District Board are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the District Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the District Board will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived."

**AGENDA**

- **CALLED TO ORDER AND ROLL CALL.** – District Board Chair Linda M. Kavanagh **6:30 PM**
- **CALL TO THE PUBLIC.**  
Pursuant to A.R.S. §38-431-01(G), public comment is permitted (not required) on matters not listed on the agenda. Any such comment (i) must be within the jurisdiction of the Directors is subject to reasonable time, place and manner restrictions. The Directors will not discuss or take legal action on matters raised during "Call to the Public" unless the matters are properly noticed for discussion and legal action. At the conclusion of the "Call to the Public", individual Directors may (i) respond to criticism, (ii) ask staff to review a matter or (iii) ask that the matter be placed on a future agenda.
- 1. **CONSIDERATION** of approving the Cottonwoods Maintenance District Board MEETING MINUTES of June 18, 2015. **APPROVED**
- 2. **PUBLIC HEARING** regarding RESOLUTION CMD 2016-01, approving the Tentative Budget of the District for the Fiscal Year beginning July 1, 2016, and ending June 30, 2017, and setting a hearing date for the budget and annual assessments. **OPENED: 6:31 PM; CLOSED: 6:32 PM**
- 3. **CONSIDERATION** of RESOLUTION CMD 2016-01, approving the Tentative Budget of the District for the Fiscal Year beginning July 1, 2016, and ending June 30, 2017, and setting a hearing date for the budget and annual assessments. **APPROVED**
- 4. **ADJOURNMENT. 6:32 PM**

DATED this 28<sup>th</sup> day of April, 2016.

  
Bevelyn J. Bender, District Clerk

The Cottonwoods Maintenance District, in cooperation with the Town of Fountain Hills endeavors to make all public meetings accessible to persons with disabilities. Please call 480-816-5100 voice or 1-800-367-8939 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting. Supporting documentation and staff reports furnished with this agenda are available for review in the Clerk's office and on the Town's website [www.fh.az.gov].



**POST ACTION AGENDA NOTICE**

**NOTICE OF THE REGULAR SESSION  
OF THE  
FOUNTAIN HILLS TOWN COUNCIL**

**Mayor Linda M. Kavanagh**

**Councilmember Dennis Brown  
Councilmember Nick DePorter  
Councilmember Cassie Hansen**

**Vice Mayor Henry Leger  
Councilmember Alan Magazine  
Councilmember Cecil A. Yates**

**TIME: 6:30 P.M.  
WHEN: THURSDAY, MAY 5, 2016  
WHERE: FOUNTAIN HILLS COUNCIL CHAMBERS  
16705 E. AVENUE OF THE FOUNTAINS, FOUNTAIN HILLS, AZ**

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. Meetings of the Town Council are audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the Town Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. 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.

**PROCEDURE FOR ADDRESSING THE COUNCIL**

Anyone wishing to speak before the Council must fill out a speaker's card and submit it to the Town Clerk prior to Council discussion of that Agenda item. Speaker Cards are located in the Council Chamber Lobby and near the Clerk's position on the dais.

Speakers will be called in the order in which the speaker cards were received either by the Clerk or the Mayor. At that time, speakers should stand and approach the podium. Speakers are asked to state their name and whether or not they reside in Fountain Hills (*do not provide a home address*) prior to commenting and to direct their comments to the Presiding Officer and not to individual Councilmembers. Speakers' statements should not be repetitive. *If a speaker chooses not to speak when called, the speaker will be deemed to have waived his or her opportunity to speak on the matter. Speakers may not (i) reserve a portion of their time for a later time or (ii) transfer any portion of their time to another speaker.*

**If there is a Public Hearing, please submit the speaker card to speak to that issue during the Public Hearing.**

Individual speakers will be allowed **three** contiguous minutes to address the Council. Time limits may be waived by (i) *discretion of the Town Manager upon request by the speaker not less than 24 hours prior to a Meeting*, (ii) *consensus of the Council at Meeting* or (iii) *the Mayor either prior to or during a Meeting*. Please be respectful when making your comments. If you do not comply with these rules, you will be asked to leave.

## AGENDA

- **CALL TO ORDER AND PLEDGE OF ALLEGIANCE** – Mayor Linda M. Kavanagh **6:33 PM**
- **INVOCATION** – Pastor David Felten, The Fountains, a United Methodist Church
- **ROLL CALL** – Mayor Linda M. Kavanagh
- **MAYOR’S REPORT**
  - i) The Mayor will accept a PROCLAMATION from the Sister Cities Organization presented by Maricopa County Board Supervisor Steve Chucuri.
- **SCHEDULED PUBLIC APPEARANCES/PRESENTATIONS**
  - i) Mayor Kavanagh may review RECENT EVENTS attended relating to Economic Development.

### CALL TO THE PUBLIC

Pursuant to A.R.S. §38-431-01(H), public comment is permitted (not required) on matters not listed on the agenda. Any such comment (i) must be within the jurisdiction of the Council and (ii) is subject to reasonable time, place, and manner restrictions. The Council will not discuss or take legal action on matters raised during “Call to the Public” unless the matters are properly noticed for discussion and legal action. At the conclusion of the call to the public, individual Councilmembers may (i) respond to criticism, (ii) ask staff to review a matter or (iii) ask that the matter be placed on a future Council agenda.

**\*Mayor Kavanagh announced that Item #2 was removed at staff’s request.  
CONSENT AGENDA ITEMS APPROVED ITEMS 1, 3, 4, & 5**

All items listed on the Consent Agenda are considered to be routine, non-controversial matters and will be enacted by one motion and one roll call 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 items will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

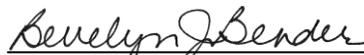
1. **CONSIDERATION** of approving the TOWN COUNCIL MEETING MINUTES from April 12, 19 and 21, 2016.
- \* 2. **CONSIDERATION** of approving a SPECIAL EVENT LIQUOR LICENSE APPLICATION by FOUNTAIN EVENTS INC. (Samuel Coffee) in conjunction with the Fourth at the Fountain event to be held at Fountain Park on Monday, July 4, 2016, from 4:30 pm to 11:00 pm, with a possible rain date of Tuesday, July 5, 2016 from 4:30 pm to 11:00 pm.
3. **CONSIDERATION** of approving a SPECIAL EVENT LIQUOR LICENSE APPLICATION for the American Legion Post 58 (Harold Denomme) for the promotion a fund raiser to be held at the American Legion Post, located at 16837 Parkview Drive, Fountain Hills, AZ from 10:00 am to 10:00 pm on Saturday, May 21, 2016.
4. **CONSIDERATION** of approving the HOME DELIVERED MEALS CONTRACT with Fountain View Village for fiscal years 2016 through 2018.

5. **CONSIDERATION** of approving the following BUDGET TRANSFERS: (1) \$920 from Town Manager Contingency to Development Services for the cost of plan review, inspection and building official services related to the MorningStar of Fountain Hills Assisted Living Facility project; (2) \$4,600 from Town Manager Contingency to Community Services for emergency repairs related to the playgrounds in Fountain Park; and (3) \$88,272 from Town Manager Contingency to Community Services for improvements to the dog park.

### REGULAR AGENDA ITEMS

6. **CONSIDERATION** of PROFESSIONAL SERVICES AGREEMENT C2016-250 with Hunt & Caraway Architects, LTD for the Fire Station No. 2 architectural services in the amount of \$315,197.20. *April 21, 2016 - This item was moved to the May 5, 2016 Council meeting.* **APPROVED**
7. **CONSIDERATION** of RESOLUTION 2016-06, setting forth the tentative budget and establish the maximum budget amount for the Town of Fountain Hills for Fiscal Year 2016-2017. The Council may address any or all items contained in the budget document and initiate any changes prior to the adoption. **APPROVED**
8. **DISCUSSION WITH POSSIBLE DIRECTION TO STAFF** regarding the possible submission of PROPOSED POLICY IDEAS to the Arizona League of Cities and Towns for consideration by the Resolutions Committee at the League's Annual Conference. **NO ACTION TAKEN**
9. **DISCUSSION WITH POSSIBLE DIRECTION TO STAFF** relating to any item included in the League of Arizona Cities and Towns weekly LEGISLATIVE BULLETIN or relating to any ACTION PROPOSED OR PENDING BEFORE THE STATE LEGISLATURE. **NO ACTION TAKEN**
10. **COUNCIL DISCUSSION/DIRECTION** to the Town Manager.  
Item(s) listed below are related only to the propriety of (i) placing such item(s) on a future agenda for action or (ii) directing staff to conduct further research and report back to the Council:  
*i.) None.* **1. PERFORMANCE APPRAISALS; 2. UPDATE ON 4TH OF JULY CELEBRATION; 3. LOOK AT DIRECT BID PROCESS**
11. **SUMMARY OF COUNCIL REQUESTS** and **REPORT ON RECENT ACTIVITIES** by the Mayor, Individual Councilmembers, and the Town Manager. **NO ACTION TAKEN**
12. **ADJOURNMENT. 7:41 PM**

**DATED** this 28<sup>th</sup> day of April, 2016.

  
Bevelyn J. Bender, Town Clerk

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NOTICE OF THE EXECUTIVE SESSION  
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FOUNTAIN HILLS TOWN COUNCIL

Mayor Linda M. Kavanagh

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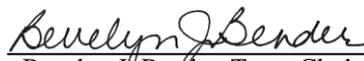
Vice Mayor Henry Leger  
Councilmember Alan Magazine  
Councilmember Cecil A. Yates

**TIME:** 5:30 P.M.  
**WHEN:** THURSDAY, MAY 5, 2016  
**WHERE:** FOUNTAIN CONFERENCE ROOM – 2<sup>ND</sup> FLOOR  
16705 E. AVENUE OF THE FOUNTAINS, FOUNTAIN HILLS, AZ

**EXECUTIVE SESSION AGENDA**

- **CALL TO ORDER** – Mayor Linda M. Kavanagh
- 1. **ROLL CALL AND VOTE TO GO INTO EXECUTIVE SESSION:** Pursuant to: A.R.S. (i) § 38-431.03(A)(3), Discussion or consultation for legal advice with the attorney or attorneys of the public body, and (ii) A.R.S. § 38-431.03(A)(4), Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation (*specifically: threatened litigation relating to a tax lien*).
- 2. **ADJOURNMENT.**

DATED this 4<sup>th</sup> day of May, 2016.

  
Bevelyn J. Bender, Town Clerk

**NOTICE OF SPECIAL SESSION OF THE  
EAGLE MOUNTAIN COMMUNITY  
FACILITIES DISTRICT BOARD**

**WHEN: THURSDAY, MAY 5, 2016**  
**TIME: 6:25 P.M.**  
**WHERE: TOWN OF FOUNTAIN HILLS - COUNCIL CHAMBERS**  
**16705 EAST AVENUE OF THE FOUNTAINS, FOUNTAIN HILLS, AZ**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the Directors of the District Board of the Eagle Mountain Community Facilities District and to the general public that the District Board of the Eagle Mountain Community Facilities District will hold a special session open to the public, which will begin immediately prior to the May 5, 2016, Cottonwoods Maintenance District Board Meeting and Fountain Hills Town Council meeting.

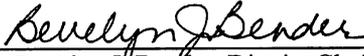
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**AGENDA**

- **CALL TO ORDER AND ROLL CALL.** – District Board Chair Linda M. Kavanagh
- **CALL TO THE PUBLIC.**  
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- 1. **CONSIDERATION** of approving the Eagle Mountain Community Facilities District Board MEETING MINUTES of June 18, 2015.
- 2. **PUBLIC HEARING** regarding RESOLUTION EMCFD 2016-01, approving the Tentative Budget of the District for the Fiscal Year beginning July 1, 2016, and ending June 30, 2017, setting a hearing date for the budget and annual assessments.
- 3. **CONSIDERATION** of RESOLUTION EMCFD 2016-01, approving the Tentative Budget of the District for the Fiscal Year beginning July 1, 2016, and ending June 30, 2017, setting a hearing date for the budget and annual assessments.
- 4. **ADJOURNMENT.**

DATED this 30<sup>th</sup> day of April, 2015.

  
Bevelyn J. Bender, District Clerk

The Eagle Mountain Community Facilities District, in cooperation with the Town of Fountain Hills endeavors to make all public meetings accessible to persons with disabilities. Please call 480-816-5100 voice or 1-800-367-8939 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting. Supporting documentation and staff reports furnished with this agenda are available for review in the Clerk's office and on the Town's website [www.fh.az.gov].



Eagle Mountain Community Facilities District  
(EMCFD)

AGENDA ACTION FORM

**Meeting Date:** 5/5/2016

**Meeting Type:** Special Session

**Agenda Type:** Regular

**Submitting Department:**  
Administration

**Staff Contact Information:** Bevelyn J Bender, 480-816-5115, bbender@fh.az.gov

**Strategic Priority:** Not applicable

**Council Goal:** Not applicable

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**REQUEST TO COUNCIL:** CONSIDERATION of approving the Eagle Mountain Community Facilities District Board meeting MINUTES from June 18, 2015.

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**Applicant:** NA

**Applicant Contact Information:** NA

**Property Location:** NA

**Related Ordinance, Policy or Guiding Principle:** A.R.S. §38-431.01

**Staff Summary** (background): The intent of approving previous meeting minutes is to ensure an accurate account of the discussion and action that took place at that meeting for archival purposes. Approved minutes are placed on the Town's website in compliance with state law.

**Risk Analysis** (options or alternatives with implications): NA

**Fiscal Impact** (initial and ongoing costs; budget status): NA

**Budget Reference** (page number): NA

**Recommendation(s) by Board(s) or Commission(s):** NA

**Staff Recommendation(s):** Approve

**Attachment(s):** None

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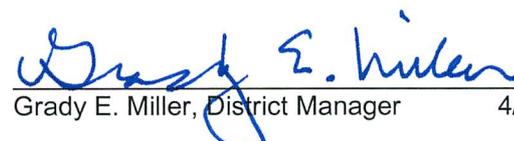
**SUGGESTED MOTION:** Move to approve the June 18, 2015 meeting minutes.

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**Submitted and Approved by:**

**Approved:**

  
Bevelyn J. Bender, District Clerk 4/26/2016

  
Grady E. Miller, District Manager 4/27/2016



**TOWN OF FOUNTAIN HILLS**  
**Eagle Mountain Community Facilities District**

**AGENDA ACTION FORM**

**Meeting Date:** 5/5/2016

**Meeting Type:** Special Session

**Agenda Type:** Regular

**Submitting Department:** Administration

**Staff Contact Information:** Craig Rudolphy, District Finance Director, 480-816-5162, crudolphy@fh.az.gov

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**REQUEST TO DISTRICT BOARD** (Agenda Language):

1. PUBLIC HEARING regarding RESOLUTION EMCFD 2016-01, approving the Tentative Budget for the District for the Fiscal Year beginning July 1, 2016, and ending June 30, 2017, setting a hearing date for the budget.
2. CONSIDERATION of RESOLUTION EMCFD 2016-01, approving the Tentative Budget of the District for the Fiscal Year beginning July 1, 2016, and ending June 30, 2017, and setting a hearing date for the budget.

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**Applicant:**

**Applicant Contact Information:**

**Property Location:**

**Related Ordinance, Policy or Guiding Principle:**

**Staff Summary** (background): The Eagle Mountain Community Facilities District was formed by the Town Council in FY1996 for the purpose of constructing infrastructure in the Eagle Mountain subdivision. The Town Council serves as the governing Board for the District. The annual expenditures for the District are for repayment of the bonds that were issued to pay for the subdivision infrastructure. The annual cost is repaid through ad valorem taxes collected from the property owners within the District; the levy is estimated to be \$1.3665/\$100 of limited property (primary) assessed valuation (compared to \$1.5729/\$100 last year).

**Risk Analysis** (options or alternatives with implications):

**Fiscal Impact** (initial and ongoing costs; budget status): \$378,392

**Budget Reference** (page number): pp 99, 313, 318

**Funding Source:** NA

If Multiple Funds utilized, list here:

**Budgeted; if No, attach Budget Adjustment Form:** Y  N

**Staff Recommendation(s):** Approve

**List Attachment(s):** Resolution EMCFD 2016-01

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**SUGGESTED MOTION** (for District Board use): Move to approve Resolution EMCFD 2016-01.

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Prepared by:

NA 4/28/2015

Director's Approval:

  
Craig Rudolph, District Finance Director 4/26/2016

Approved:

  
Grady E. Miller, District Manager 4/26/2016

**RESOLUTION EMCFD 2016-01**

A RESOLUTION OF THE BOARD OF THE EAGLE MOUNTAIN COMMUNITY FACILITIES DISTRICT, MARICOPA COUNTY, ARIZONA, APPROVING THE TENTATIVE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017, AND SETTING A HEARING DATE FOR THE BUDGET.

**BE IT RESOLVED** BY THE BOARD OF DIRECTORS OF THE EAGLE MOUNTAIN COMMUNITY FACILITIES DISTRICT, as follows:

SECTION 1. The statements and schedules attached hereto as Exhibit A and incorporated herein by this reference are hereby approved for the purpose as hereinafter set forth as the tentative budget for the Eagle Mountain Community Facilities District (the “District”) for the fiscal year 2016-17. The statements and estimates of the operation and maintenance expenses of the District and the amount needed to pay general obligation bonds of the District (collectively, the “District Expenditures”), which are to be paid from ad valorem taxes collected in the District, are hereby filed with the District Clerk.

SECTION 2. The District Clerk is hereby authorized and directed to cause to be (i) mailed to the governing body of the Town of Fountain Hills and (ii) published in the manner prescribed by law, a notice in substantially the form attached hereto as Exhibit A, that the District Board will meet for the purpose of conducting a final hearing for District taxpayers on the statements and estimates of District Expenditures filed with the District Clerk and on the adoption of the 2016-17 Annual Budget for the District; said hearing to be conducted on June 2, 2016, at the hour of 6:25 p.m. in the District offices (the Council Chambers at Fountain Hills Town Hall), 16705 E. Avenue of the Fountains, Fountain Hills, Arizona, 85268. At the conclusion of the hearing, the District Board shall pass upon any objections and shall adopt the Final Budget for the District; final approval of the Tax Levy for the District shall follow on June 16, 2016, at the same time and place.

**PASSED AND ADOPTED** by the Board of Directors of the Eagle Mountain Community Facilities District on May 5, 2016.

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Linda M. Kavanagh, District Chairperson

**ATTEST:**

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Bevelyn J. Bender, District Clerk

**APPROVED AS TO FORM:**

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Andrew J. McGuire, District Counsel

EXHIBIT A  
TO  
RESOLUTION EMCFD 2016-01

[Notice/Tentative Budget]

See following page.

**NOTICE**

**EAGLE MOUNTAIN COMMUNITY FACILITIES DISTRICT  
PROPERTY OWNERS**

The taxpayers of the Eagle Mountain Community Facilities District (the “District”) are hereby notified that the Board of Directors will hold a public meeting on June 2, 2016 at 6:25 p.m. at the District offices located at 16705 E. Avenue of the Fountains, Fountain Hills, Arizona (the Council Chambers at Fountain Hills Town Hall), when and where any taxpayers of the District will be heard in favor of, or against, any of the proposed expenditures for the Eagle Mountain Community Facilities District, after which the foregoing estimates as modified or as now existing, will be adopted by the Board as the basis for the 2016/2017 budget. Taxpayers may file written objections at any time prior to the hearing, and the Board of Directors shall hear and pass upon any objections at the hearing.

Copies of the tentative 2016/2017 District budget may be viewed prior to the June 2, 2016, meeting at the District Clerk’s office, the Town of Fountain Hills website, and the Fountain Hills branch of the Maricopa County Library.

**EAGLE MOUNTAIN COMMUNITY FACILITIES DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2016-2017**

<u>Revenues</u>	For the Year Ended <u>June 30, 2017</u>
Tax Levy at \$1.3665 per \$100 Limited Property Value Assessed Valuation	\$378,392
Interest Earnings	<u>150</u>
<b>TOTAL</b>	<b><u>\$378,542</u></b>
 <u>Expenses</u>	
Annual Debt Service Payment on Refunded Bonds	\$409,056
Administrative Costs	<u>170</u>
<b>TOTAL</b>	<b><u>\$409,226</u></b>

**NOTICE OF SPECIAL SESSION OF  
THE COTTONWOODS  
MAINTENANCE DISTRICT BOARD**

**WHEN: THURSDAY, MAY 5, 2016**

**TIME: IMMEDIATELY FOLLOWING ADJOURNMENT OF THE 6:25 PM EAGLE MOUNTAIN COMMUNITY FACILITIES DISTRICT BOARD SPECIAL SESSION, AND PRIOR TO THE REGULAR MEETING OF THE TOWN OF FOUNTAIN HILLS TOWN COUNCIL**

**WHERE: TOWN OF FOUNTAIN HILLS - COUNCIL CHAMBERS  
16705 EAST AVENUE OF THE FOUNTAINS, FOUNTAIN HILLS, AZ**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the Directors of the District Board of the Cottonwoods Maintenance District and to the general public that the District Board of the Cottonwoods Maintenance District will hold a special session open to the public, which will begin immediately after the adjournment of the 6:25 PM Eagle Mountain Facilities District Board Special Session and prior to the May 5, 2016 Fountain Hills Town Council meeting.

Members of the Cottonwoods Maintenance District Board will attend either in person or by telephone conference call; a quorum of the Town's various Commissions or Boards may be in attendance at the Board 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. Meetings of the District Board are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the District Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the District Board will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived."

**AGENDA**

- **CALLED TO ORDER AND ROLL CALL.** – District Board Chair Linda M. Kavanagh
- **CALL TO THE PUBLIC.**  
Pursuant to A.R.S. §38-431-01(G), public comment is permitted (not required) on matters not listed on the agenda. Any such comment (i) must be within the jurisdiction of the Directors is subject to reasonable time, place and manner restrictions. The Directors will not discuss or take legal action on matters raised during "Call to the Public" unless the matters are properly noticed for discussion and legal action. At the conclusion of the "Call to the Public", individual Directors may (i) respond to criticism, (ii) ask staff to review a matter or (iii) ask that the matter be placed on a future agenda.
- 1. **CONSIDERATION** of approving the Cottonwoods Maintenance District Board MEETING MINUTES of June 18, 2015.
- 2. **PUBLIC HEARING** regarding RESOLUTION CMD 2016-01, approving the Tentative Budget of the District for the Fiscal Year beginning July 1, 2016, and ending June 30, 2017, and setting a hearing date for the budget and annual assessments.
- 3. **CONSIDERATION** of RESOLUTION CMD 2016-01, approving the Tentative Budget of the District for the Fiscal Year beginning July 1, 2016, and ending June 30, 2017, and setting a hearing date for the budget and annual assessments.
- 4. **ADJOURNMENT.**

DATED this 28<sup>th</sup> day of April, 2016.

  
Bevelyn J. Bender, District Clerk

The Cottonwoods Maintenance District, in cooperation with the Town of Fountain Hills endeavors to make all public meetings accessible to persons with disabilities. Please call 480-816-5100 voice or 1-800-367-8939 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting. Supporting documentation and staff reports furnished with this agenda are available for review in the Clerk's office and on the Town's website [www.fh.az.gov].



Cottonwoods Maintenance District  
(CMD)

AGENDA ACTION FORM

Meeting Date: 5/5/2016

Meeting Type: Special Session

Agenda Type: Regular

Submitting Department:  
Administration

Staff Contact Information: Bevelyn J Bender, 480-816-5115, bbender@fh.az.gov

Strategic Priority: Not applicable

Council Goal: Not applicable

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**REQUEST TO COUNCIL:** CONSIDERATION of approving the Cottonwoods Maintenance District Board meeting MINUTES from June 18, 2015.

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Applicant: NA

Applicant Contact Information: NA

Property Location: NA

Related Ordinance, Policy or Guiding Principle: A.R.S. §38-431.01

**Staff Summary** (background): The intent of approving previous meeting minutes is to ensure an accurate account of the discussion and action that took place at that meeting for archival purposes. Approved minutes are placed on the Town's website in compliance with state law.

**Risk Analysis** (options or alternatives with implications): NA

**Fiscal Impact** (initial and ongoing costs; budget status): NA

**Budget Reference** (page number): NA

**Recommendation(s) by Board(s) or Commission(s):** NA

**Staff Recommendation(s):** Approve

**Attachment(s):** None

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**SUGGESTED MOTION:** Move to approve the June 18, 2015 meeting minutes.

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Submitted and Approved by:

Approved:

  
Bevelyn J. Bender, District Clerk 4/26/2016

  
Grady E. Miller, District Manager 4/29/2015



**TOWN OF FOUNTAIN HILLS**  
**Cottonwoods Maintenance District**

**AGENDA ACTION FORM**

**Meeting Date:** 5/5/2016

**Meeting Type:** Special Session

**Agenda Type:** Regular

**Submitting Department:** Administration

**Staff Contact Information:** Craig Rudolphy, District Finance Director; 480-816-5162; crudolphy@fh.az.gov

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**REQUEST TO DISTRICT BOARD** (Agenda Language):

1. PUBLIC HEARING regarding RESOLUTION CMD 2016-01, approving the Tentative Budget of the District for the Fiscal Year beginning July 1, 2016, and ending June 30, 2017, providing notification to property owners, and setting a hearing date for the budget and annual assessments.
2. CONSIDERATION of RESOLUTION CMD 2016-01, approving the Tentative Budget of the District of the Fiscal Year beginning July 1, 2016, and ending June 30, 2017, providing notification to property owners, and setting a hearing date for the budget and annual assessments.

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**Applicant:** N/A

**Applicant Contact Information:** N/A

**Property Location:** N/A

**Related Ordinance, Policy or Guiding Principle:**

**Staff Summary** (background): The Cottonwoods Maintenance District was formed by the Town Council in June, 1999 for the purpose of maintaining or improving the common areas of the Cottonwoods subdivision. The Town Council serves as the governing Board for the District. The Maintenance District provides for the maintenance of the common area, which is performed by the Town of Fountain Hills. The annual cost is repaid through an annual property tax assessment of \$96.35 per property owner levied by the Town and collected by Maricopa County. The estimated levy includes the annual contract cost for landscaping as well as establishing a reserve amount for future exterior wall maintenance and an additional reserve for unplanned maintenance.

**Risk Analysis** (options or alternatives with implications):

**Fiscal Impact** (initial and ongoing costs; budget status): \$5,588

**Budget Reference** (page number): pp 308-309

**Funding Source:** NA

If Multiple Funds utilized, list here:

**Budgeted; if No, attach Budget Adjustment Form:** Y  N

**Staff Recommendation(s):** Approve

**List Attachment(s):** Resolution CMD 2016-01

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**SUGGESTED MOTION** (for District Board use): Move to approve Resolution CMD 2016-01.

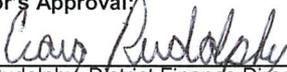
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Prepared by:

\_\_\_\_\_  
NA 4/28/2015

Director's Approval:

  
\_\_\_\_\_  
Craig Rudolph, District Finance Director 4/26/2016

Approved:

  
\_\_\_\_\_  
Grady E. Miller, District Manager 4/26/2016

**RESOLUTION CMD 2016-01**

A RESOLUTION OF THE BOARD OF THE COTTONWOODS MAINTENANCE DISTRICT, MARICOPA COUNTY, ARIZONA, APPROVING THE TENTATIVE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2016, AND ENDING JUNE 30, 2017, AND SETTING A HEARING DATE FOR THE ANNUAL ASSESSMENTS AND BUDGET.

**BE IT RESOLVED** BY THE BOARD OF DIRECTORS OF THE COTTONWOODS MAINTENANCE DISTRICT, as follows:

SECTION 1. The statements and schedules attached as Exhibit A and incorporated herein by this reference, are hereby approved for the purpose as hereinafter set forth as the tentative budget for the Cottonwoods Maintenance District, Maricopa County, Arizona, (the “District”) for the fiscal year 2016-17. The statements and estimates of the operation and maintenance expenses of the District, the costs of capital improvements and other expenditures for public infrastructure of the District (collectively, the “District Expenditures”) are hereby filed with the District Clerk.

SECTION 2. The District Clerk is hereby authorized and directed to cause to be (i) mailed to the governing body of the Town of Fountain Hills and all persons owning real property within the District and (ii) published in the manner prescribed by law, a notice in substantially the form attached hereto as Exhibit A, that the District Board will meet for the purpose of conducting a hearing for District taxpayers on the statements and estimates of District Expenditures filed with the District Clerk, including the annual assessments and on the adoption of the 2016-17 Annual Budget for the District; said hearing to be conducted on June 2, 2016, at the hour of 6:25 p.m. in the District offices (the Council Chambers at Fountain Hills Town Hall), 16705 E. Avenue of the Fountains, Fountain Hills, Arizona 85268. At the conclusion of the hearing, the District Board shall pass upon any objections and shall adopt the Final Budget for the District; final approval of the Tax Levy for the District shall follow on June 16, 2016, at the same time and place.

**PASSED AND ADOPTED** by the Board of Directors of the Cottonwoods Maintenance District on May 5, 2016.

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Linda M. Kavanagh, District Chairperson

**ATTEST:**

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Bevelyn J. Bender, District Clerk

**APPROVED AS TO FORM:**

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Andrew J. McGuire, District Counsel

EXHIBIT A  
TO  
RESOLUTION CMD 2016-01

[Notice/Tentative Budget]

See following page.

**NOTICE**

**COTTONWOODS PROPERTY OWNERS**

The taxpayers of the Cottonwoods Maintenance District (the “District”) are hereby notified that the Board of Directors will hold a public meeting on June 2, 2016, at 6:25 p.m. at the District offices located at 16705 E. Avenue of the Fountains, Fountain Hills, Arizona (the Council Chambers at Fountain Hills Town Hall), when and where any taxpayers of the District will be heard in favor of, or against, any of the proposed expenditures for the Cottonwoods Maintenance District, after which the foregoing estimates as modified or as now existing, will be assessed by the Board as the basis for the 2016/2017 budget. Taxpayers may file written objections at any time prior to the hearing, and the Board of Directors shall hear and pass upon any objections at the hearing.

Copies of the tentative 2016/2017 District budget may be viewed prior to the June 2, 2016, meeting at the District Clerk’s office, the Town of Fountain Hills website, and the Fountain Hills branch of the Maricopa County Library.

**COTTONWOODS MAINTENANCE DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2016-2017**

<u>Revenues</u>	For the Year Ended <u>June 30, 2017</u>
Tax Levy at \$96.35 per Property Owner	<u>\$5,588</u>
<b>TOTAL</b>	<b><u>\$5,588</u></b>
 <u>Expenses</u>	
Annual Landscape Maintenance Cost	\$4,015
Annual Reserve for Exterior Wall Maintenance	1,073
Reserve Fund	250
Postage	50
Advertising	<u>200</u>
<b>TOTAL</b>	<b><u>\$5,588</u></b>



## NOTICE OF THE REGULAR SESSION OF THE FOUNTAIN HILLS TOWN COUNCIL

Mayor Linda M. Kavanagh

Councilmember Dennis Brown  
Councilmember Nick DePorter  
Councilmember Cassie Hansen

Vice Mayor Henry Leger  
Councilmember Alan Magazine  
Councilmember Cecil A. Yates

**TIME: 6:30 P.M.**  
**WHEN: THURSDAY, MAY 5, 2016**  
**WHERE: FOUNTAIN HILLS COUNCIL CHAMBERS**  
**16705 E. AVENUE OF THE FOUNTAINS, FOUNTAIN HILLS, AZ**

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. Meetings of the Town Council are audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the Town Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. 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.

### PROCEDURE FOR ADDRESSING THE COUNCIL

Anyone wishing to speak before the Council must fill out a speaker's card and submit it to the Town Clerk prior to Council discussion of that Agenda item. Speaker Cards are located in the Council Chamber Lobby and near the Clerk's position on the dais.

Speakers will be called in the order in which the speaker cards were received either by the Clerk or the Mayor. At that time, speakers should stand and approach the podium. Speakers are asked to state their name and whether or not they reside in Fountain Hills (*do not provide a home address*) prior to commenting and to direct their comments to the Presiding Officer and not to individual Councilmembers. Speakers' statements should not be repetitive. *If a speaker chooses not to speak when called, the speaker will be deemed to have waived his or her opportunity to speak on the matter. Speakers may not (i) reserve a portion of their time for a later time or (ii) transfer any portion of their time to another speaker.*

**If there is a Public Hearing, please submit the speaker card to speak to that issue during the Public Hearing.**

Individual speakers will be allowed **three** contiguous minutes to address the Council. Time limits may be waived by (i) *discretion of the Town Manager upon request by the speaker not less than 24 hours prior to a Meeting*, (ii) *consensus of the Council at Meeting* or (iii) *the Mayor either prior to or during a Meeting*. Please be respectful when making your comments. If you do not comply with these rules, you will be asked to leave.

## **AGENDA**

- **CALL TO ORDER AND PLEDGE OF ALLEGIANCE** – Mayor Linda M. Kavanagh
- **INVOCATION** – Pastor David Felten, The Fountains, a United Methodist Church
- **ROLL CALL** – Mayor Linda M. Kavanagh
- **MAYOR’S REPORT**
  - i) The Mayor will accept a PROCLAMATION from the Sister Cities Organization presented by Maricopa County Board Supervisor Steve Chucuri.
- **SCHEDULED PUBLIC APPEARANCES/PRESENTATIONS**
  - i) Mayor Kavanagh may review RECENT EVENTS attended relating to Economic Development.

### **CALL TO THE PUBLIC**

Pursuant to A.R.S. §38-431-01(H), public comment is permitted (not required) on matters not listed on the agenda. Any such comment (i) must be within the jurisdiction of the Council and (ii) is subject to reasonable time, place, and manner restrictions. The Council will not discuss or take legal action on matters raised during “Call to the Public” unless the matters are properly noticed for discussion and legal action. At the conclusion of the call to the public, individual Councilmembers may (i) respond to criticism, (ii) ask staff to review a matter or (iii) ask that the matter be placed on a future Council agenda.

### **CONSENT AGENDA ITEMS**

All items listed on the Consent Agenda are considered to be routine, non-controversial matters and will be enacted by one motion and one roll call 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 items will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

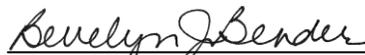
1. **CONSIDERATION** of approving the TOWN COUNCIL MEETING MINUTES from April 12, 19 and 21, 2016.
2. **CONSIDERATION** of approving a SPECIAL EVENT LIQUOR LICENSE APPLICATION by FOUNTAIN EVENTS INC. (Samuel Coffee) in conjunction with the Fourth at the Fountain event to be held at Fountain Park on Monday, July 4, 2016, from 4:30 pm to 11:00 pm, with a possible rain date of Tuesday, July 5, 2016 from 4:30 pm to 11:00 pm.
3. **CONSIDERATION** of approving a SPECIAL EVENT LIQUOR LICENSE APPLICATION for the American Legion Post 58 (Harold Denomme) for the promotion a fund raiser to be held at the American Legion Post, located at 16837 Parkview Drive, Fountain Hills, AZ from 10:00 am to 10:00 pm on Saturday, May 21, 2016.
4. **CONSIDERATION** of approving the HOME DELIVERED MEALS CONTRACT with Fountain View Village for fiscal years 2016 through 2018.

5. **CONSIDERATION** of approving the following BUDGET TRANSFERS: (1) \$920 from Town Manager Contingency to Development Services for the cost of plan review, inspection and building official services related to the MorningStar of Fountain Hills Assisted Living Facility project; (2) \$4,600 from Town Manager Contingency to Community Services for emergency repairs related to the playgrounds in Fountain Park; and (3) \$88,272 from Town Manager Contingency to Community Services for improvements to the dog park.

### **REGULAR AGENDA ITEMS**

6. **CONSIDERATION** of PROFESSIONAL SERVICES AGREEMENT C2016-250 with Hunt & Caraway Architects, LTD for the Fire Station No. 2 architectural services in the amount of \$315,197.20. *April 21, 2016 - This item was moved to the May 5, 2016 Council meeting.*
7. **CONSIDERATION** of RESOLUTION 2016-06, setting forth the tentative budget and establish the maximum budget amount for the Town of Fountain Hills for Fiscal Year 2016-2017. The Council may address any or all items contained in the budget document and initiate any changes prior to the adoption.
8. **DISCUSSION WITH POSSIBLE DIRECTION TO STAFF** regarding the possible submission of PROPOSED POLICY IDEAS to the Arizona League of Cities and Towns for consideration by the Resolutions Committee at the League's Annual Conference.
9. **DISCUSSION WITH POSSIBLE DIRECTION TO STAFF** relating to any item included in the League of Arizona Cities and Towns weekly LEGISLATIVE BULLETIN or relating to any ACTION PROPOSED OR PENDING BEFORE THE STATE LEGISLATURE.
10. **COUNCIL DISCUSSION/DIRECTION** to the Town Manager.  
Item(s) listed below are related only to the propriety of (i) placing such item(s) on a future agenda for action or (ii) directing staff to conduct further research and report back to the Council:  
*i.) None.*
11. **SUMMARY OF COUNCIL REQUESTS and REPORT ON RECENT ACTIVITIES** by the Mayor, Individual Councilmembers, and the Town Manager.
12. **ADJOURNMENT.**

**DATED** this 28<sup>th</sup> day of April, 2016.

  
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 1-800-367-8939 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting or to obtain agenda information in large print format. *Supporting documentation and staff reports furnished the Council with this agenda are available for review in the Clerk's office.*

# Maricopa County

## PROCLAMATION

### FOUNTAIN HILLS SISTER CITIES

- WHEREAS**, The Sister City movement became a national effort when President Dwight D. Eisenhower proposed the People-to-People program at a White House conference in 1956; and
- WHEREAS**, Today, over 2,000 U.S. cities in all 50 states are linked with over 1,800 foreign cities in 123 different countries; and
- WHEREAS**, For 60 years, the Sister Cities program has broadened its areas of focus from educational and cultural exchanges to also include technical assistance, trade, and economic development; and
- WHEREAS**, These invaluable partnerships offer a forum for fostering and encouraging mutual understanding, friendship and peace through cultural, social, educational, and economic exchanges; and
- WHEREAS**, the Town of Fountain Hills has four sister cities – Ataco, El Salvador; Deirdorf, Germany; Kasterlee, Belgium; and Zamosc, Poland; and
- WHEREAS**, the Fountain Hills Sister Cities Corporation and the Town of Fountain Hills have participated in civic activities, cultural and student exchanges, and international public works projects with its sister cities; and
- WHEREAS**, the Fountain Hills Sister Cities Program has received numerous awards including a Best Overall Program Award from Sister Cities International; and
- WHEREAS**, the 2016 Annual Sister Cities State Convention will be hosted in the Town of Fountain Hills, Arizona, on May 21, 2016;

**NOW, THEREFORE, BE IT RESOLVED**, that I, Steve Chucri, Supervisor, District 2 of the Maricopa County Board of Supervisors, do hereby proclaim May, 2016, as Sister Cities Month.

Dated this 18<sup>th</sup> day of April, 2016



  
Steve Chucri, Supervisor, District 2  
Maricopa County Board of Supervisors

ATTEST:

  
Fran McCarroll, Clerk of the Board



# TOWN OF FOUNTAIN HILLS TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 5/5/2016

**Meeting Type:** Regular Session

**Agenda Type:** Consent

**Submitting Department:** Administration

**Staff Contact Information:** Bevelyn J. Bender, Town Clerk; 480-816-5115; bbender@fh.az.gov

**Council Goal:**

**Strategic Values:** Civic Responsibility

C3 Solicit feedback in decision-making

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**REQUEST TO COUNCIL** (Agenda Language): CONSIDERATION of approving the TOWN COUNCIL MEETING MINUTES from April 12, 19, AND 21, 2016.

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**Applicant:** NA

**Applicant Contact Information:**

**Property Location:**

**Related Ordinance, Policy or Guiding Principle:** A.R.S. §38-431.01

**Staff Summary** (background): The intent of approving previous meeting minutes is to ensure an accurate account of the discussion and action that took place at that meeting for archival purposes. Approved minutes are placed on the Town's website in compliance with state law.

**Risk Analysis** (options or alternatives with implications):

**Fiscal Impact** (initial and ongoing costs; budget status):

**Budget Reference** (page number):

**Funding Source:** NA

If Multiple Funds utilized, list here:

**Budgeted; if No, attach Budget Adjustment Form:** NA

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

**Staff Recommendation(s):** Approve

**List Attachment(s):** None

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**SUGGESTED MOTION** (for Council use): Move to approve the consent agenda as listed

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**Prepared by:**

*Bevelyn J. Bender*

Bevelyn Bender, Town Clerk

3/29/2016

**Approved:**

*Grady E. Miller*

Grady E. Miller, Town Manager

3/30/2016



# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 5/5/2016

**Meeting Type:** Regular Session

**Agenda Type:** Consent

**Submitting Department:** Community Services

**Staff Contact Information:** Rachael Goodwin, Supervisor of Recreation, 480-816-5135, rgoodwin@fh.az.gov

**Strategic Planning Goal:** Not Applicable (NA)

**Operational Priority:** Not Applicable (NA)

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**REQUEST TO COUNCIL** (Agenda Language): CONSIDERATION of approving a SPECIAL EVENT LIQUOR LICENSE APPLICATION by FOUNTAIN EVENTS INC. (Samuel Coffee) in conjunction with the Fourth at the Fountain event to be held at Fountain Park on Monday, July 4, 2016, from 4:30 pm to 11:00 pm, with a possible rain date of Tuesday, July 5, 2016 from 4:30 pm to 11:00 pm.

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**Applicant:** Samuel Coffee

**Applicant Contact Information:** Redact

**Property Location:** Fountain Park, 12925 N. Saguaro Blvd, Fountain Hills, A

**Related Ordinance, Policy or Guiding Principle:** A.R.S. §4-203.02; 4-244; 4-261 and R19-1-228, R19-1-235, and R19-1-309

**Staff Summary** (background): The purpose of this item is to obtain Council's approval regarding the special event liquor license application submitted by Samuel Coffee representing Fountain Events, Inc for submission to the Arizona Department of Liquor. The special event liquor license application was reviewed by staff for compliance with Town ordinances and staff unanimously recommends approval of this special event liquor license application as submitted.

**Risk Analysis** (options or alternatives with implications): N/A

**Fiscal Impact** (initial and ongoing costs; budget status): N/A

**Budget Reference** (page number): N/A

**Funding Source:** NA

If Multiple Funds utilized, list here: N/A

**Budgeted; if No, attach Budget Adjustment Form:** NA

**Recommendation(s) by Board(s) or Commission(s):** N/A

**Staff Recommendation(s):** Approve

**List Attachment(s):** Application;

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**SUGGESTED MOTION** (for Council use): Move to approve the Special Event Liquor License as presented.

Prepared by:

\_\_\_\_\_  
NA 4/28/2016

Director's Approval:

  
\_\_\_\_\_  
NA 4/28/2016

Approved:

  
\_\_\_\_\_  
Grady E. Miller, Town Manager 4/28/2016

**TOWN OF FOUNTAIN HILLS  
ADMINISTRATION DEPARTMENT  
INTER OFFICE MEMO**

<b>TO:</b>	<i>(as applicable)</i> <ul style="list-style-type: none"> <li>• Streets Division</li> <li>• Fire Department</li> <li>• Building Division</li> <li>• Community Services</li> <li>• Development Services</li> <li>• Law Enforcement</li> <li>• Licensing</li> </ul>	<b>DATE:</b>	4/21/2016
<b>FR:</b>	Rachael Goodwin, Recreation Supervisor	<b>RE:</b>	Liquor License Application

Attached is a Liquor License Application for staff review.

Review the application, then sign, indicating staff's recommendation for approval (with or without stipulations) or denial.

If staff's recommendation is to deny and/or there are stipulations for approval, please attach a memo that specifies the reasoning and the memo will be forwarded on to the Town Council for their consideration of this application.

**Name of Organization:** Fountain Events, Inc

**Applicant:** Sam Coffee

**Date(s) of Event:** July 4 and 5, 2016 at Fountain Park, in conjunction with the annual 4th at the Fountain Celebration

**Date Application Received:** 4/11/2016 **Town Council Agenda Date:** 5/4/2016

**STAFF REVIEW AND RECOMMENDATION:**

Department/Division	Staff Member	Approved	Denied	N/A
Building Safety	Jason Field			X
Community Services	Rachael Goodwin	X		
Development Services	Bob Rodgers	X		
Fire Department	Dave Ott	X		
Law Enforcement	Mark Fisher	X		
Licensing	<b>Sonia Kukkola</b>			X
Street Department	Justin Weldy	X		

***Attach report for denial or any recommendation requiring stipulations.***



01-11-16 P02:42 IN

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLIC USE ONLY
Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Fountain Events, Inc.

SECTION 2 Non-Profit/IRS Tax Exempt Number: 47-5271378

SECTION 3 The organization is a: (check one box only)

- Charitable
Fraternal (must have regular membership and have been in existence for over five (5) years)
Religious
Civic (Rotary, College Scholarship)
Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? Yes No

Name of Business License Number Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
Dispense and serve all spirituous liquors under retailer's license
Dispense and serve all spirituous liquors under special event
Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: Fountain Park
Address of Location: 12925 N Saguaro Blvd. Fountain Hills Maricopa AZ 85268

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Coffee Samuel D Redact
2. Applicant's mailing address: 17105 E La Montana Dr #207, Fountain Hills AZ 85268
3. Applicant's home/cell phone: Redact Applicant's business phone: Redact
4. Applicant's email address: Sam@FountainEventsAZ.com

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

Yes  No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 2  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event?  Yes  No  
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Fountain Events, Inc. Percentage: 100  
 Address 17105 E La Montana Dr. #207 Fountain Hills AZ 85268  
Street City State Zip  
 Name \_\_\_\_\_ Percentage: \_\_\_\_\_  
 Address \_\_\_\_\_  
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**

**"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"**

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?  
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

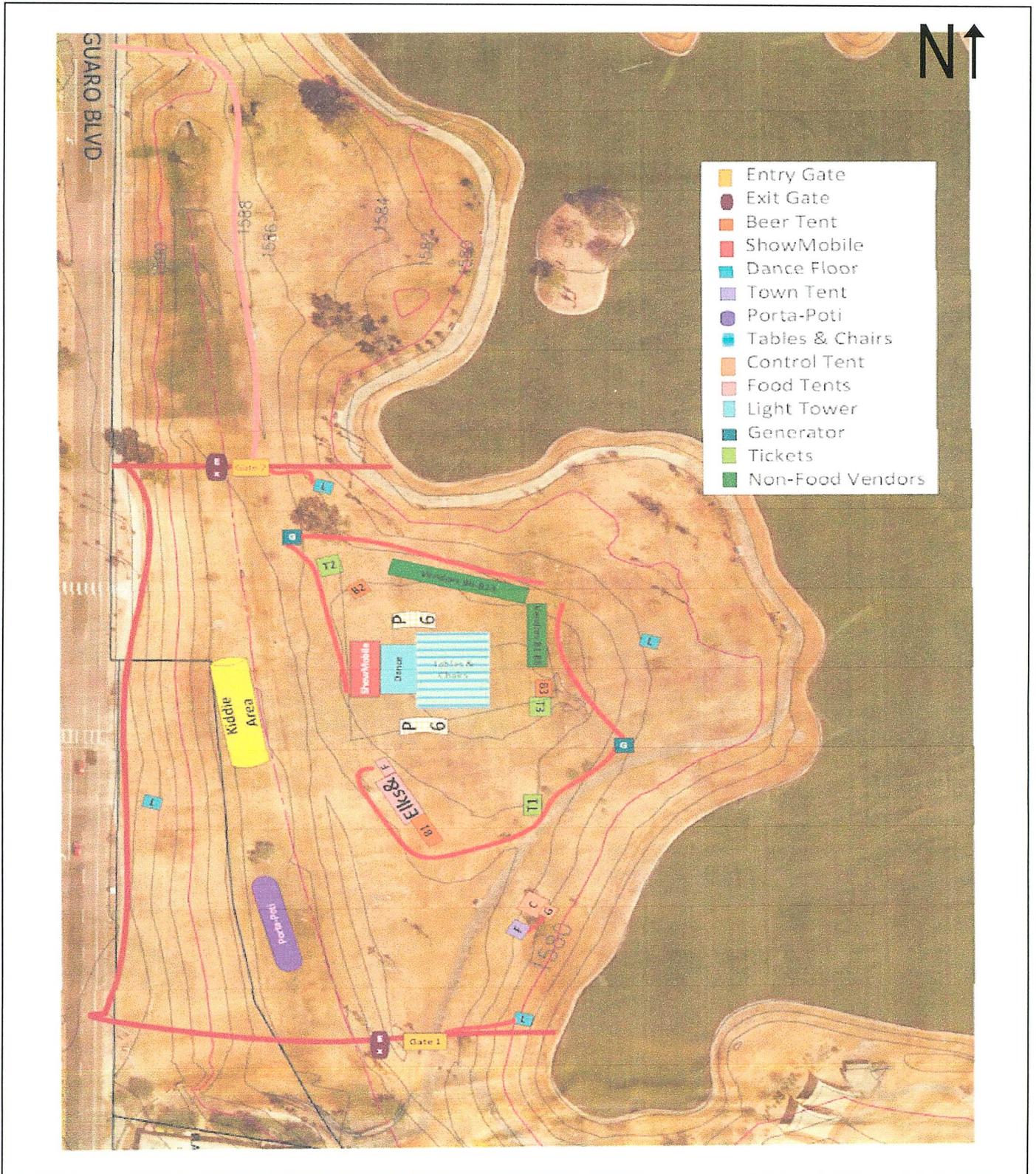
2 Number of Police 6 Number of Security Personnel  Fencing  Barriers

Explanation: Area will be enclosed by 6ft chain link fencing. Entrance and exit by two gates. Anyone wishing to consume alcohol will have their ID checked and a wrist band applied. No alcohol will be served to anyone not wearing wristband. ID checks will be performed by Pro-Em personnel

**SECTION 11** Date(s) and Hours of Event. May not exceed 10 consecutive days.  
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>07/04/2016</u>	<u>Monday</u>	<u>4:30 pm</u>	<u>11 pm</u>
DAY 2:	<u>07/05/2016</u>	<u>Tuesday</u>	<u>4:30 pm</u>	<u>11 pm</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**SECTION 12** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



**SECTION 13** To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Samuel D Coffee declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print Full Name)  
 appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event  
 Liquor License.

X [Signature] CFO 1/11/2016 **Redact**  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 11<sup>th</sup> January 2016  
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 8/3/18 [Signature]  
Date Signature of Notary Public



**SECTION 14** This section is to be completed only by the applicant named in Section 9.

I, Samuel D Coffee declare that I am the APPLICANT filing this application as  
(Print Full Name)  
 listed in Section 9. I have read the application and the contents and all statements are true, correct and  
 complete.

X [Signature] COORDINATOR 1/11/2016 **Redact**  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 11<sup>th</sup> January 2016  
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 8/3/18 [Signature]  
Date Signature of Notary Public



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(Government Official) (Title)

on behalf of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**A.R.S. § 41-1030. Invalidation of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 5/5/2016

**Meeting Type:** Regular Session

**Agenda Type:** Consent

**Submitting Department:** Community Services

**Staff Contact Information:** Rachael Goodwin, Recreation and Tourism Supervisor, 480-816-5135

**Strategic Planning Goal:** Not Applicable (NA)

**Operational Priority:** Not Applicable (NA)

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**REQUEST TO COUNCIL** (Agenda Language): CONSIDERATION of approving a SPECIAL EVENT LIQUOR LICENSE APPLICATION for the American Legion Post 58 (Harold Denomme) for the promotion a fund raiser to be held at the American Legion Post, located at 16837 Parkview Drive, Fountain Hills, AZ from 10:00 am to 10:00 pm on Saturday, May 21, 2016.

---

**Applicant:** Harold Denomme

**Applicant Contact Information:** **Redact**

**Property Location:** 16837 E. Parkview Ave. Fountain Hills, Arizona

**Related Ordinance, Policy or Guiding Principle:** A.R.S. §4-203.02; 4-244; 4-261 and R19-1-228, R19-1-235, and R19-1-309

**Staff Summary** (background): The purpose of this item is to obtain Council's approval regarding the special event liquor license application submitted by Harold Denomme representing the American Legion Post 58, for submission to the Arizona Department of Liquor. The special event liquor license application was reviewed by staff for compliance with Town ordinances and staff unanimously recommends approval of this special event liquor license application as submitted.

**Risk Analysis** (options or alternatives with implications): N/A

**Fiscal Impact** (initial and ongoing costs; budget status): N/A

**Budget Reference** (page number): N/A

**Funding Source:** NA

If Multiple Funds utilized, list here:

**Budgeted; if No, attach Budget Adjustment Form:** NA

**Recommendation(s) by Board(s) or Commission(s):** N/A

**Staff Recommendation(s):** Approve

**List Attachment(s):** Applications

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**SUGGESTED MOTION** (for Council use): Move to approve the Special Event Liquor License as presented.

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Prepared by:

  
\_\_\_\_\_  
Rachael Goodwin, Recreation Supervisor 4/26/2016

Director's Approval:

  
\_\_\_\_\_  
Mark Mayer, Community Services Director 4/26/2016

Approved:

  
\_\_\_\_\_  
Grady Miller, Town Manager 4/26/2016

**TOWN OF FOUNTAIN HILLS  
ADMINISTRATION DEPARTMENT  
INTER OFFICE MEMO**

<b>TO:</b>	<i>(as applicable)</i> <ul style="list-style-type: none"> <li>• Streets Division</li> <li>• Fire Department</li> <li>• Building Division</li> <li>• Community Services</li> <li>• Development Services</li> <li>• Law Enforcement</li> <li>• Licensing</li> </ul>	<b>DATE:</b>	4/25/16
<b>FR:</b>	Rachael Goodwin, Recreation Supervisor	<b>RE:</b>	Liquor License Application

Attached is a Liquor License Application for staff review.

Review the application, then sign, indicating staff's recommendation for approval (with or without stipulations) or denial.

If staff's recommendation is to deny and/or there are stipulations for approval, please attach a memo that specifies the reasoning and the memo will be forwarded on to the Town Council for their consideration of this application.

**Name of Organization:** American Legion Post 58

**Applicant:** Harold Denomme

**Date(s) of Event:** May 21, 2016- 16837 Parkview Ave, Fountain Hills, AZ

**Date Application Received:** 04/25/2016      **Town Council Agenda Date:** 5/5/2016

**STAFF REVIEW AND RECOMMENDATION:**

Department/Division	Staff Member	Approved	Denied	N/A
Building Safety	Jason Field			x
Community Services	Rachael Goodwin	X		
Development Services	Bob Rodgers	R		
Fire Department	Dave Ott	D		
Law Enforcement	Mark Fisher	M		
Licensing	<b>Sonia Kukkola</b>			x
Street Department	Justin Weldy			x

***Attach report for denial or any recommendation requiring stipulations.***



Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix, AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

pd. 25.00  
 CK. # 3556  
 4/25/16

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fee= \$25.00 per day for 1-10 days (consecutive)  
 Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**IMPORTANT INFORMATION: This document must be fully completed or it will be returned.**

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

**SECTION 1** Name of Organization: American Legion Post 58

**SECTION 2** Non-Profit/IRS Tax Exempt Number: 56 2339744

**SECTION 3** The organization is a: (check one box only)

- Charitable  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises?  Yes  No

American Legion Post 58

14073026

480-837-5958

Name of Business

License Number

Phone (include Area Code)

**SECTION 5** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use  
 Dispense and serve all spirituous liquors under retailer's license  
 Dispense and serve all spirituous liquors under special event  
 Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

**SECTION 6** What is the purpose of this event?  On-site consumption  Off-site (auction)  Both

**SECTION 7** Location of the Event: American Legion Post 58

Address of Location: 16837 E. Parkview Ave. Fountain Hills, Maricopa County, AZ 85268

Street

City

COUNTY

State

Zip

**SECTION 8** Will this be stacked with a wine festival/craft distiller festival?  Yes  No

**SECTION 9** Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Denomme, Harold J.

**Redact**

Last

First

Middle

Date of Birth

2. Applicant's mailing address: 15205 E. Pageland Cir., Fountain Hills AZ 85268

Street

City

State

Zip

3. Applicant's home/cell phone: (**Redact**) Applicant's business phone: (480) 837-5958

4. Applicant's email address: **Redact**

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes  No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? four  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event?  Yes  No  
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name American Legion Post 58 Percentage: 100%

Address 16837 Parkview Ave., Fountain Hills AZ 85268  
Street City State Zip

Name \_\_\_\_\_ Percentage: \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**

**"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"**

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?  
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

\_\_\_\_\_ Number of Police 4 per shift, 3 shifts Number of Security Personnel  Fencing  Barriers

Explanation: Property is a building with a walled patio. Building has two doors and patio has two gates.

All exits will have our volunteer members serving three hour shifts at each exit.

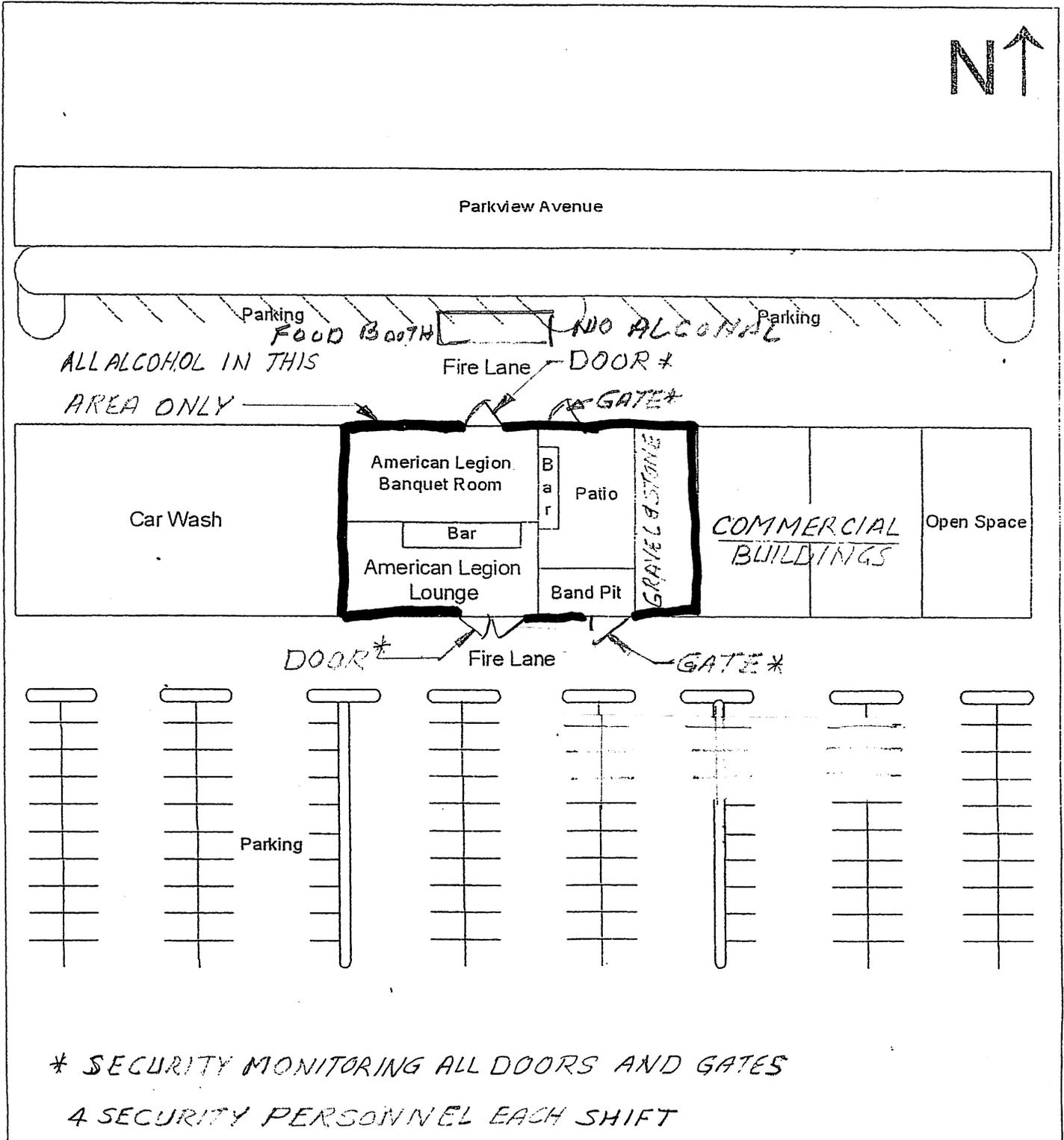
**SECTION 11** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

**PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY**

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>5-21-2016</u>	<u>Saturday</u>	<u>10:00 am</u>	<u>10:pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
 (This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
 NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



**SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.**

I, (Print Full Name) Harold J. Denomme declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

Harold J. Denomme Finance Officer 4-25-2016 **Redact**

Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 25 April 2016

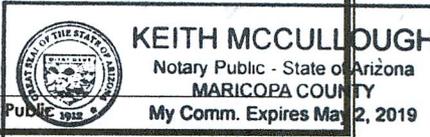
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 5/2/2019

Date

Keith McCullough  
Signature of Notary Public



**SECTION 14 This section is to be completed only by the applicant named in Section 9.**

I, (Print Full Name) Harold J. Denomme declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

Harold J. Denomme Finance Officer 4-25-2016 **Redact**

Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 25 April 2016

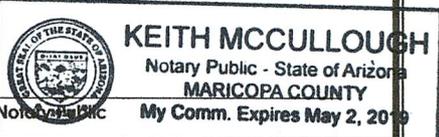
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 5/2/2019

Date

Keith McCullough  
Signature of Notary Public



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15 Local Governing Body Approval Section.**

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL

(Government Official) (Title)

On behalf of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

(City, Town, County) Signature Date Phone

**SECTION 16 For Department of Liquor Licenses and Control use only.**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



American Legion Post 58  
16837 E. Parkview Ave. Fountain Hills, AZ 85268  
480-837-5958

April 24, 2016

American Legion Post 58 in Fountain Hills, AZ agrees to suspend the existing liquor license and use the special event liquor license during the following date:

May, 21, 2016

Thank You,

A handwritten signature in black ink, appearing to read "Harold Denomme". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Harold Denomme, Finance Officer



# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 5/5/2016

**Meeting Type:** Regular Session

**Agenda Type:** Consent

**Submitting Department:** Community Services

**Staff Contact Information:** Kelley Fonville, Senior Services Supervisor (480)816-5186

**Strategic Planning Goal:** Not Applicable (NA)

**Operational Priority:** Not Applicable (NA)

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**REQUEST TO COUNCIL** (Agenda Language): CONSIDERATION of approving the Home Delivered Meals contract with Fountain View Village for fiscal year 2016 thru 2018.

---

**Applicant:** N/A

**Applicant Contact Information:** N/A

**Owner:** N/A

**Owner Contact Information:** N/A

**Property Location:** N/A

**Related Ordinance, Policy or Guiding Principle:** N/A

**Staff Summary** (background): There are a number of elderly or disabled residents in need of meals for varying length of time, depending on whether they are recovering from surgery or an illness or have a chronic disease that is disabling. These residents generally cannot prepare a nutritious meal for themselves for various reasons. The Home Delivered Meals program provides a noon-time meal for those in need of meal assistance and is the only program in Town that provides this type of service to the homebound in our community. Fountain View Village has prepared the meals for the Home Delivered Meals program for the past 15 years and they have agreed for FY 2016/2017 to reduce the cost of the meals from the current \$7.34 to a new price of \$7.21 with no reduction in portion size or content of meals, so that meals remain affordable for our self-pay clients. For FY 2016/2017 Senior Services Inc. has agreed to subsidize client meal cost by .21 cents so meal cost for FY 2016/2017 will remain at \$7.00 (current client meal cost). For FY 2017/2018 and FY 2018/2019 there will be no meal price increase from Fountain View Village so meal cost will be \$7.21. At this time no additional commitment has been made by Senior Services Inc. for continued meal subsidy support beyond FY 2016/2017. If no meal subsidy is provided then client meal cost will increase. The Town does not pay or subsidize client meal costs.

The program services approximately 25 self-pay clients a month with the assistance of over 150 volunteers. If Fountain View Village is not approved another meal provider would be needed. Currently there is no other local provider that could prepare the quantity of meals seven days a week including holidays or provide the special meal categories (Regular, Diabetic, Vegetarian, No Fish/Seafood, Cut-up, Mechanical, etc) required for this program. Therefore, it would be necessary to seek this contract service outside of Fountain Hills resulting in a possible meal price increase to HDM clients as well as limited meal delivery service.

**Risk Analysis** (options or alternatives with implications): N/A

**Fiscal Impact** (initial and ongoing costs; budget status): \$36,050.00 per year based on 5,000 meals

**Budget Reference** (page number): 256

**Funding Source:** General Fund

If Multiple Funds utilized, list here:

**Budgeted; if No, attach Budget Adjustment Form:** Yes

**Recommendation(s) by Board(s) or Commission(s):** Yes

**Staff Recommendation(s):** Staff is recommending approval of the Fountain View Village contract for the preparation of meals for the Home Delivered Meals program.

**List Attachment(s):** Contract for Professional Services Agreement

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**SUGGESTED MOTION** (for Council use):

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Prepared by:

 2/10/2016  
\_\_\_\_\_  
Kelly Fonville, Senior Services Supervisor 2/10/2016

Director's Approval:

  
\_\_\_\_\_  
Mark Mayer, Community Services Director 2/10/2016

Approved:

  
\_\_\_\_\_  
Grady E. Miller, Town Manager

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
FOUNTAIN VIEW VILLAGE**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of July 1, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and SL Fountain View Village, LLC, a Delaware limited liability company, d/b/a Fountain View Village (the "Contractor").

RECITALS

- A. The Town desires to retain the services of a food establishment to prepare meals for home delivery by the Town (the "Services").
- B. Pursuant to the Fountain Hills Town Code, Section 3-3-9, the Town has determined that the Contractor is the sole source available to provide the Services and the Contractor possesses the necessary skill and experience to provide the Services to the Town.
- C. The Town desires to enter into this 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 are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2017 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the 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 Contractor's failure to seek a renewal of this Agreement shall cause the 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 Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The Town shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$36,050.00 (based on 5,000 meals) for the Services at the rates per meal set forth in the Fee Schedule, attached hereto as Exhibit B and incorporated herein by reference. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$108,105.00.

4. Payments. The Town shall pay the Contractor 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. The contract number must be referenced on all invoices.

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. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits 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.

9. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the prepared food industry.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, 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 Contractor, Contractor 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 Contractor. 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 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, 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.

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 Contractor. Contractor 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. Contractor 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, 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.

J. 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 certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor'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 Contractor'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 contract number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate contract 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 contract 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) Contractor’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 Contractor 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. Contractor 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. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 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 "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 Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor 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. 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.

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 Contractor of written notice by the Town. Upon termination for convenience, Contractor 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 Contractor 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 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.

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 contractor 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 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 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 Contractor an amount equal to 150% of the gratuity.

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

12.7 Termination by Contractor. This Agreement may be terminated by the Contractor at any time upon six months prior written notice to the Town.

13. Miscellaneous.

13.1 Independent Contractor. The 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 as set forth in Section 2 above. 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.

13.2 Applicable Law; Venue. Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the Town of Fountain Hills, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, OSHA and any other federal or state laws applicable to this Agreement. 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 Maricopa County, Arizona.

13.3 Laws and Regulations. 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 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 Contractor.

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 the Agreement which may remain in effect without the invalid provision or application.

13.7 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.

13.8 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.

13.9 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated 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.

13.10 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Contractor 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 Contractor.

13.11 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.

13.12 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.

13.13 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.

13.14 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.

13.15 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: Grady E. Miller, Town Manager
With copy to:	GUST ROSENFELD, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire, Esq.
If to Contractor:	SL Fountain View Village, LLC, d/b/a Fountain View Village 16455 East Avenue of the Fountains Fountain Hills, Arizona 85269 Attn: Matt Hastings, Dinning Services Director
With copy to:	Senior Lifestyle Management, L.L.C. 111 East Wacker Drive, #2200 Chicago, Illinois 60601 Attn: Stephen J. Levy, Esq.

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.

13.16 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.

13.17 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 13.18 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor 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 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 13.18 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.

13.18 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 their 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.

13.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work or the Fee Schedule, the documents shall govern in the order listed herein.

13.20 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.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

\_\_\_\_\_  
Grady E. Miller, Town Manager

ATTEST:

\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On \_\_\_\_\_, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.

\_\_\_\_\_  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
SL FOUNTAIN VIEW VILLAGE, LLC, d/b/a  
FOUNTAIN VIEW VILLAGE

[Scope of Work]

See following page.

## SCOPE OF SERVICES

1. Fountain View Village shall:
  - A. Prepare meals for home delivery (the “Home Delivered Meals”) by the Town in accordance with this Agreement. Meals will be prepared seven days a week, including holidays, in the quantities ordered in advance by the Town.
  - B. Prepare meals taking into consideration in all menu planning, food selection, meal preparation, and service the special needs of the homebound clients being served. Meals must comply with State and Maricopa County food handling regulations.
  - C. Provide for all necessary equipment, raw food and beverages, needed for food preparation and containers for the meals to be served in.
  - D. Provide the Town’s volunteers access to the facility kitchen for meal pick up daily by 11:00 a.m.
  
2. The Town agrees to:
  - A. Supply Fountain View Village with the guidelines and specifications for Fountain View Village to use in providing meals.
  - B. Provide containers (i.e. insulated bags, cooler) for the food to be transported from the facility to their clients.
  - C. Schedule and provide for volunteers to pick up the prepared meals and transport them to the Town’s residents. Meals will be picked up at the facility each day by 11:00 a.m.
  - D. Notify Fountain View Village by 5:00 p.m. cycle week of the total number of meals needed for the next week. If a change is necessary after the total number of meals has been sent in, Fountain View Village will try to have a limited number of additional meals available. However, Fountain View Village cannot guarantee the number of extra meals available.
  - E. Notify the Dining Services Director at the earliest possible moment when emergency conditions (i.e. weather conditions) make it impossible to serve the meals as ordered. This includes changes in pick-up time or cancellation of the meal service for a given day.
  - F. Contact the Dining Services Director regarding any concerns that occur regarding meal service (i.e. quality, portion size) so that they can be addressed in a timely manner.

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
SL FOUNTAIN VIEW VILLAGE, LLC, d/b/a  
FOUNTAIN VIEW VILLAGE

[Fee Schedule]

See following page.

FEE SCHEDULE

Beginning July 1, 2016, the cost per meal will be \$7.21	0% increase
Beginning July 1, 2017, the cost per meal will be \$7.21	0% increase
Beginning July 1, 2018, the cost per meal will be \$7.21	0% increase



# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 5/5/2016

**Meeting Type:** Regular Session

**Agenda Type:** Consent

**Submitting Department:** Administration

**Staff Contact Information:** Craig Rudolphy, Finance Director, 480-816-5162, crudolphy@fh.az.gov

**Strategic Planning Goal:** Not Applicable (NA)

**Operational Priority:** Not Applicable (NA)

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**REQUEST TO COUNCIL** (Agenda Language): CONSIDERATION of approving the following BUDGET TRANSFERS:

- 1) \$920 from Town Manager Contingency to Development Services for the cost of plan review, inspection and building official services related to the MorningStar of Fountain Hills Assisted Living Facility project,
- 2) \$4,600 from Town Manager Contingency to Community Services for emergency repairs related to the playgrounds in Fountain Park,
- 3) \$88,272 from Town Manager Contingency to Community Services for improvements to the dog park.

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**Applicant:**

**Applicant Contact Information:**

**Property Location:**

**Related Ordinance, Policy or Guiding Principle:**

**Staff Summary** (background): 1) Since January 2016, the Town Manager and Staff have been required to work with Brown & Associates related to issues regarding the MorningStar Assisted Living Facility. All budgeted amounts have been expended but the costs have been incurred and must be paid. 2) Staff has discovered exposed footings and large drop-offs from the sidewalk to the playground structures. Wood fiber is needed to fill in the areas to provide a safe condition and avoid injury. 3) The work will include replacement of the irrigation controllers, addition of decomposed granite in several areas as well as work on the turf itself. Any contracts for the completion of this work which require Council approval will be brought back to Council for that approval.

**Risk Analysis** (options or alternatives with implications): Invoices will not be processed and paid, potentially resulting in legal issues. Repairs are needed to prevent injury and to improve the situations.

**Fiscal Impact** (initial and ongoing costs; budget status): \$93,792

**Budget Reference** (page number):

**Funding Source:** General Fund

If Multiple Funds utilized, list here:

**Budgeted; if No, attach Budget Adjustment Form:** Yes

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

**Staff Recommendation(s):** Approve

**List Attachment(s):** Budget Transfer Forms

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**SUGGESTED MOTION** (for Council use): Move to approve BUDGET TRANSFERS as requested.

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**Prepared by:**

NA \_\_\_\_\_ 8/25/2015

**Director's Approval:**

  
\_\_\_\_\_  
Craig Rudolph, Finance Director \_\_\_\_\_ 4/27/2016

**Approved:**

  
\_\_\_\_\_  
Grady E. Miller, Town Manager \_\_\_\_\_ 4/27/2016



# TOWN OF FOUNTAIN HILLS

16705 E. Avenue of the Fountains - Fountain Hills, AZ 85268

04/25/2016 17:00  
BBogdan

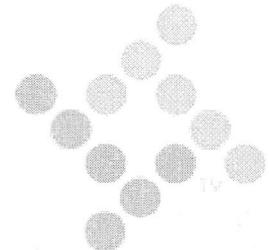
TOWN OF FOUNTAIN HILLS  
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 1  
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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2016	10	101	04/19/2016	MORNINGSTA	BUA BROWN&ASSO	1	1		
1	TMAD 7010		MANAGER-ADMIN	CONTINGENCY		105,143.27	-920.00	104,223.27	
	100-10-10-101-100-0106-7010-			MORNINGSTAR RELATED ISSUES		04/19/2016			
2	PZSAFE 6412		PLANNING-BLDG SAFETY	CONTRACTUAL SERVICES		49,000.00	920.00	49,920.00	
	100-20-30-402-100-0240-6412-			MORNINGSTAR RELATED ISSUES		04/19/2016			
				** JOURNAL TOTAL			0.00		

APPROVED: \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_





# TOWN OF FOUNTAIN HILLS

16795 E. Avenue of the Fountains - Fountain Hills, AZ 85268



04/25/2016 17:00  
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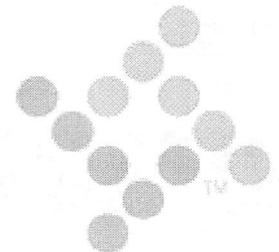
TOWN OF FOUNTAIN HILLS  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2  
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CLERK: BBogdan

YEAR PER JNL  
SRC ACCOUNT

EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2016 10 101								
BUA TMAD-7010					CONTINGENCY	5		920.00
04/19/2016	BROWN&ASSO		MORNINGSTA		MORNINGSTAR RELATED ISSUES			
BUA PZSAFE-6412					CONTRACTUAL SERVICES	5	920.00	
04/19/2016	BROWN&ASSO		MORNINGSTA		MORNINGSTAR RELATED ISSUES			
JOURNAL 2016/10/101 TOTAL							.00	.00





# TOWN OF FOUNTAIN HILLS

16705 E. Avenue of the Fountains - Fountain Hills, AZ 85268

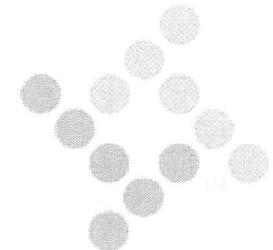
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## TOWN OF FOUNTAIN HILLS BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 1  
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LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2016	10	167	04/27/2016	FP WOOD	BUA FIBER	1	1			
1	FPAM	6220		FOUNT PK-AMENITIES	GROUNDS MAINT/REPAIR			.00	4,600.00	4,600.00
		100-50-50-502-500-0120-6220-			WOOD FIBER			04/27/2016		
2	TMAD	7010		MANAGER-ADMIN	CONTINGENCY			105,143.27	-4,600.00	100,543.27
		100-10-10-101-100-0106-7010-			WOOD FIBER			04/27/2016		
** JOURNAL TOTAL								0.00		

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
MAYOR





# TOWN OF FOUNTAIN HILLS

16705 E. Avenue of the Fountains - Fountain Hills, AZ 85268



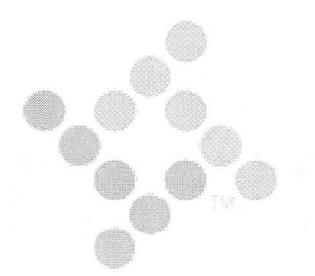
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TOWN OF FOUNTAIN HILLS  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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CLERK: BBogdan

YEAR PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2016 10	167									
BUA FPAM-6220	04/27/2016	FIBER		FP WOOD		5		4,600.00		
BUA TMAD-7010	04/27/2016	FIBER		FP WOOD		5			4,600.00	
						JOURNAL 2016/10/167	TOTAL	.00		.00





# TOWN OF FOUNTAIN HILLS

16705 E. Avenue of the Fountains - Fountain Hills, AZ 85268

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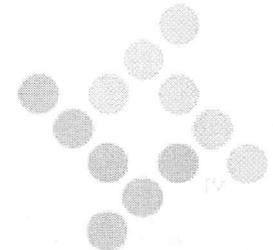
## TOWN OF FOUNTAIN HILLS BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2016	10	169	04/27/2016		DVP	BUA UPGRADES	1	1	
1	DVAM	6220	DESERT VISTA-AMENITIES	100-50-50-502-530-0120-6220-	GROUNDS MAINT/REPAIR		.00	85,472.00	85,472.00
					SOD INSTALL/GRANITE REFRESH		04/27/2016		
2	DVL	6221	DESERT VISTA-LAND MAINT	100-50-50-502-530-1205-6221-	IRRIGATION REPAIR		.00	1,500.00	1,500.00
					NEW CONTROLLERS & PEDESTAL		04/27/2016		
3	DVAM	6271	DESERT VISTA-AMENITIES	100-50-50-502-530-0120-6271-	PARKING LOT REPAIR		.00	1,300.00	1,300.00
					NEW MESH FOR DRIVE ENTRANCE		04/27/2016		
4	TMAD	7010	MANAGER-ADMIN	100-10-10-101-100-0106-7010-	CONTINGENCY	105,143.27	-88,272.00	16,871.27	
					DESERT VISTA REPAIRS		04/27/2016		
** JOURNAL TOTAL								0.00	

APPROVED: \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_





# TOWN OF FOUNTAIN HILLS

16705 E. Avenue of the Fountains - Fountain Hills, AZ 85268



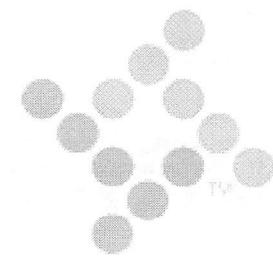
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TOWN OF FOUNTAIN HILLS  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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CLERK: BBogdan

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2016 10	169								
BUA DVAM-6220	04/27/2016	UPGRADES		DVP		5	85,472.00		
BUA DVL-6221	04/27/2016	UPGRADES		DVP		5	1,500.00		
BUA DVAM-6271	04/27/2016	UPGRADES		DVP		5	1,300.00		
BUA TMAD-7010	04/27/2016	UPGRADES		DVP		5			88,272.00
JOURNAL 2016/10/169							TOTAL	.00	.00





# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 5/5/2016

**Meeting Type:** Regular Session

**Agenda Type:** Regular

**Submitting Department:** Development Services

**Staff Contact Information:** Paul Mood, Development Services Director, pmood@fh.az.gov

**Strategic Planning Goal:** Not Applicable (NA)

**Operational Priority:** Fire Station #2

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**REQUEST TO COUNCIL** (Agenda Language): CONSIDERATION of Professional Services Agreement C2016-250 with Hunt & Caraway Architects, LTD for the Fire Station No. 2 architectural services in the amount of \$315,197.20.

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**Applicant:** NA

**Applicant Contact Information:** NA

**Property Location:** Southwest corner of FountainHills Blvd. and Muskrat Lane

**Related Ordinance, Policy or Guiding Principle:**

**Staff Summary** (background): On November 11, 2015, the Town advertised a request for qualifications from architectural firms for the Fire Station No. 2 project. A mandatory pre-submittal conference was held on December 2, 2015 and statements of qualifications were received from eight firms on December 16, 2015. Based on the scoring criteria provided in the request for qualifications three firms were short-listed for interviews. On February 2, 2016 interviews were held with Arrington Watkins, Hunt & Caraway Architects and WSM Architects. Based on the scoring criteria for the interviews, the selection panel chose Hunt & Caraway as the top ranked firm and staff began contract negotiations. The qualifications based selection process was done pursuant to Arizona Revised Statute Title 34-603.

The new fire station will be approximately 5,000 square feet with an additional 3,900 square feet for three apparatus bays, emergency generator, radio tower and landscaping. The intent is to design the fire station so that its architectural features blend within the surrounding area. Meetings during the schematic design phase will be planned with the neighboring properties in the area. The project also includes a joint access driveway on EPCOR property immediately north of the site to enable EPCOR access to their facilities to the west of the site. The design and construction of the driveway is estimated at approximately \$300,000 and will be shared between the Town and Chaparral City Water. The design portion of the attached contract for the shared driveway is \$32,282.50.

The professional services agreement will provide for architectural services during design as well as the construction and warranty phases of the project. The agreement also includes an owner's allowance of \$15,000 and a construction phase services allowance of \$20,000 that cannot be expended without prior approval.

**Risk Analysis** (options or alternatives with implications):

**Fiscal Impact** (initial and ongoing costs; budget status): \$315,197.20

**Budget Reference** (page number): 306

**Funding Source:** Multiple Funds

If Multiple Funds utilized, list here: CIP Fund, Development Fees and Other

**Budgeted; if No, attach Budget Adjustment Form:** Yes

**Recommendation(s) by Board(s) or Commission(s):** NA

**Staff Recommendation(s):** Staff recommends approval of Professional Services Agreement C2016-250

**List Attachment(s):** Renderings, Contract C2016-250

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**SUGGESTED MOTION** (for Council use): Motion to approve Professional Services Agreement C2016-250 with Hunt & Caraway Architects, LTD for the Fire Station No. 2 architectural services in the amount of \$315,197.20.

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Prepared by:

NA \_\_\_\_\_ 4/27/2016

Director's Approval:

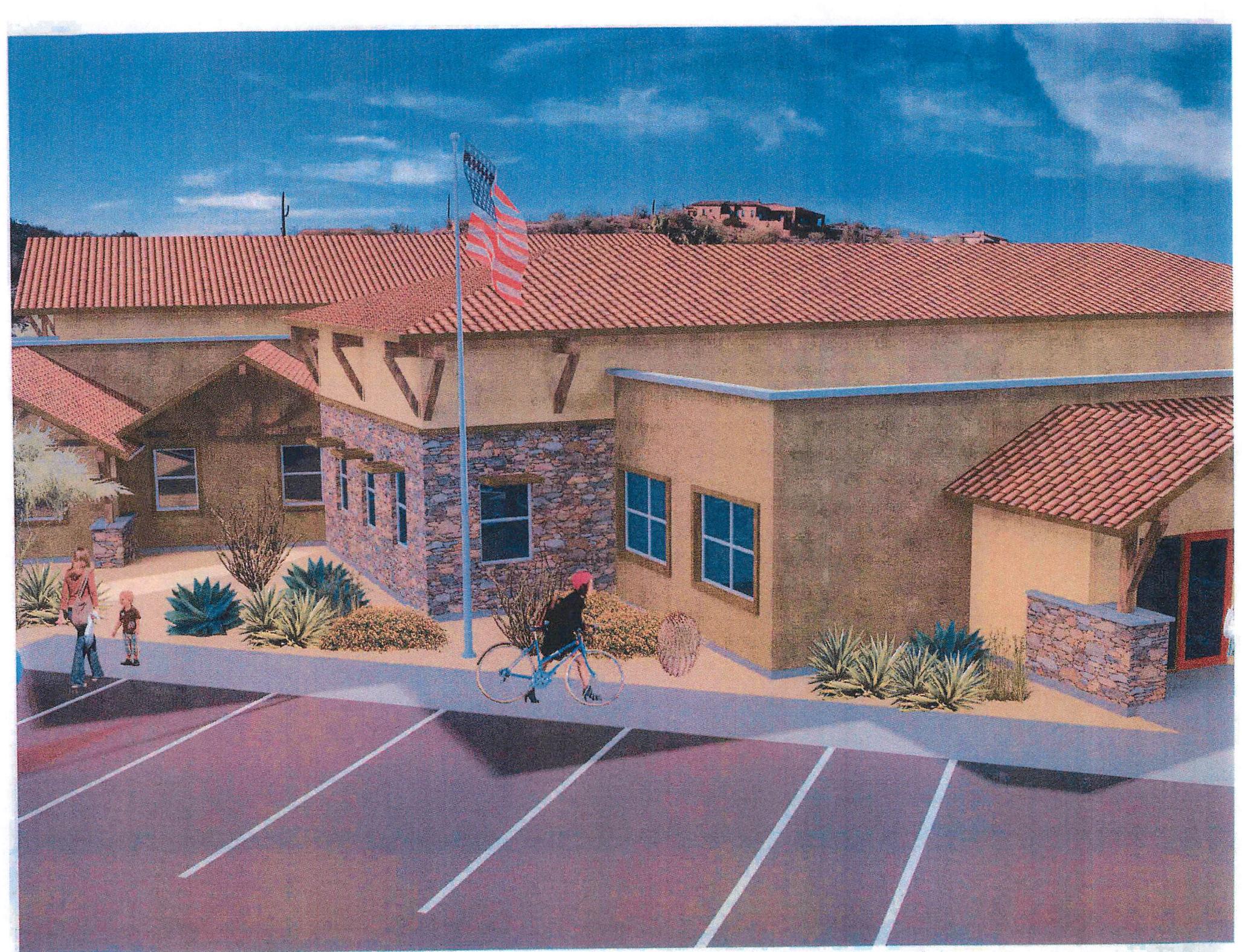
  
Paul Moor, Development Services Director \_\_\_\_\_ 4/27/2016

Approved:

  
Grady E. Miller, Town Manager \_\_\_\_\_ 4/27/2016



FOUNTAIN HILLS FIRE STATION





**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
HUNT & CARAWAY ARCHITECTS, LTD.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of May 5, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Hunt & Caraway Architects, Ltd., an Arizona corporation (the "Consultant").

RECITALS

A. The Town issued a Request for Qualifications, "Fire Station No. 2 Architectural Services" (the "RFQ"), a copy of which is on file in the Town Clerk's Office and incorporated herein by reference, seeking statements of qualifications from vendors for (i) the design of Fountain Hills Fire Station No. 2 located at the northwest corner of Fountain Hills Boulevard and Muskrat Lane (APN 176-13-617W), (ii) assisting the Town with the bidding of the construction for the facility and (iii) architectural services during construction (collectively, the "Services").

B. The Consultant responded to the RFQ by submitting a Statement of Qualifications (the "SOQ"), attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into an Agreement with 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 Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until May 4, 2017 (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 to two successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant 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 Consultant'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 Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference, within the timeframe set forth in the Schedule of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The Town shall pay Consultant an amount not to exceed \$315,197.20, of which \$15,000.00 is an owner's contingency which shall be utilized at the Town's sole discretion, for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The Town shall pay the Consultant 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. The contract number must be referenced on all invoices.

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. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. Consultant 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, Consultant 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 Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, 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 Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify 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”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant’s work or services 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 Consultant, Consultant 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 Consultant. 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 Consultant 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. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

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 Consultant. Consultant 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. Consultant 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, Consultant 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 Consultant. Consultant 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, Consultant 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 Consultant'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 Consultant'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 RFQ title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ 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 RFQ 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) Consultant’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 Consultant 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. Consultant 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. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’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 Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant 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. Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant’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 Consultant of written notice by the Town. Upon termination for convenience, Consultant 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 Consultant 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 Consultant 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 Consultant 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 consultant 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 Consultant, 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 Consultant or any agent or representative of the Consultant 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 Consultant an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative decision of the Town concerning budgeted purposes and appropriation of funds. Should Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is

executed and delivered. Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. Town shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of Town. Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to Town's termination of this Agreement pursuant to this section.

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 Consultant 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. Consultant, 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 Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant 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. Consultant 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 Consultant 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 Consultant.

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 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 Consultant is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

13.8 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.

13.9 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town, signed by the Town Manager, and no delegation of any duty of Consultant shall be made without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

13.10 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant 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 Consultant.

13.11 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 Consultant 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.

13.12 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.

13.13 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.

13.14 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 Consultant any amounts Consultant 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 Consultant any amounts Consultant owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.15 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: Grady E. Miller, Town Manager

With copy to:           GUST ROSENFELD P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Attn: Andrew J. McGuire, Esq.

If to Consultant:       Hunt & Caraway Architects, Ltd.  
1747 East Morten Avenue, Suite 306  
Phoenix, Arizona 85020  
Attn: Tamara Caraway

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.

13.16 Confidentiality of Records. The Consultant 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 Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

13.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.18 below, Consultant's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant 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 Consultant'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 Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.18 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant 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 Consultant pursuant to this Agreement. Consultant 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 Consultant or its subcontractors reasonable advance notice of intended audits. Consultant 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.

13.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant 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). Consultant'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.

13.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, the Fee Proposal, the RFQ and the Consultant's SOQ, the documents shall govern in the order listed herein.

13.20 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.

13.21 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 Consultant. Consultant 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 Consultant. 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]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

**“Town”**

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

\_\_\_\_\_  
Grady E. Miller, Town Manager

ATTEST:

\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On \_\_\_\_\_, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.

\_\_\_\_\_  
Notary Public

(Affix notary seal here)

APR 4 2016

“Consultant”

HUNT & CARAWAY ARCHITECTS, LTD.,  
an Arizona corporation

By: Tamara Caraway

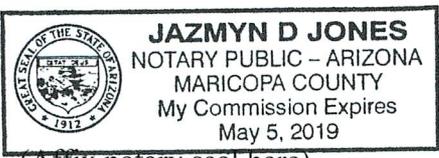
Name: Tamara Caraway

Title: Executive Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On March 30 2016, 2016, before me personally appeared Tamara D. Caraway, the Executive Vice President of HUNT & CARAWAY ARCHITECTS, LTD., an Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.

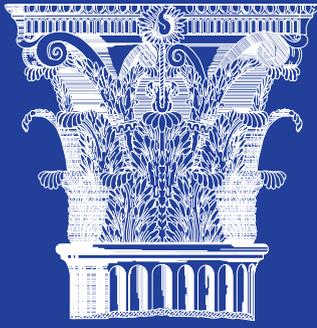


Jazmyn D Jones  
Notary Public

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
HUNT & CARAWAY ARCHITECTS, LTD.

[Statement of Qualifications]

See following pages.



# HUNT & CARAWAY ARCHITECTS



## Statement of Qualifications

Fire Station No. 2  
Architectural Services

*December 16, 2015*

**COPY**



# Table of Contents

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Experience and Qualifications of the Vendor \_\_\_\_\_ Tab B

Key Positions \_\_\_\_\_ Tab C

Project Approach \_\_\_\_\_ Tab D

Schedule of Work \_\_\_\_\_ Tab E

Appendix



# Tab A General Information



December 16, 2015

Paul Mood  
Fountain Hills Town Hall  
Council Chambers  
16705 East Avenue of the Fountains  
Fountain Hills, Arizona 85268

**RE: Statement of Qualifications | Fire Station #2 Architectural Services**

Dear Mr. Mood and Members of the Selection Panel:

As a design firm solely focused on public facilities, we see the Town of Fountain Hills project as an opportunity for Hunt & Caraway Architects to bring together all of the elements that make us excellent at planning and design. **We have designed numerous public works projects over our 21 year history and are excited for the opportunity to work once again for the Town of Fountain Hills.**

The Town of Fountain Hills will derive great benefit from working with Hunt & Caraway because we offer:

- Local knowledge, comparative experience, and a great relationship with the fire department.
- Direct, decisive involvement on a principal level that provides quick decision making and professional guidance at every step of the process.
- True collaboration by listening to your needs and goals.
- Follow through on everything to which we commit.
- Professional advice and best design practices from a firm that specializes in public work.
- Cost effective solutions that meet cutting-edge design criteria and sustainability goals.

Hunt & Caraway Architects is very familiar with the Town of Fountain Hills processes and the Fire Department's operational needs, having developed a permitted set of construction documents for your original Shea Boulevard site and a previous concept for this Fountain Hills Boulevard and Muskrat Lane site. This past relationship and dynamic, along with the alternative approach design concept presented in this proposal, will enable Hunt & Caraway Architects and the Town to gain input from the Palatial Estates property owners and expedite design and construction.

Hunt & Caraway Architects has provided a wide range of services for our clients that include assessments of existing sites to full programming, design, and construction for special use facilities. From infill projects to municipal buildings, remodels and additions, Hunt & Caraway has done it all—successfully!

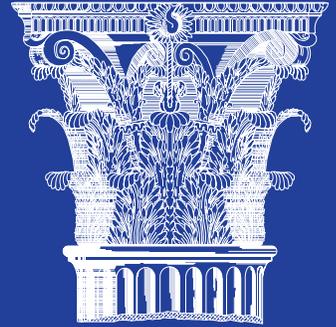
Hunt & Caraway has received Addendum 1 dated December 8, 2015 and incorporated it in this response. As well, we have read your Professional Service Agreement and understand all elements therein.

Sincerely,



Tamara Caraway  
Executive Vice President  
Hunt & Caraway Architects

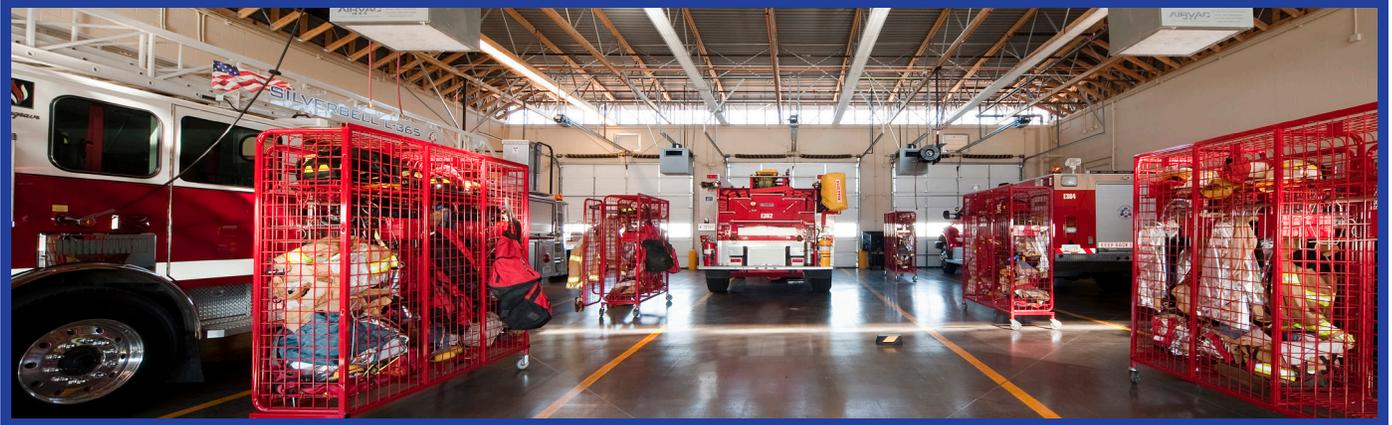
**HUNT & CARAWAY  
ARCHITECTS**



**1747 East Morten Avenue #306  
Phoenix, Arizona 85020  
O 602.595.8200**

**Contact: Tamara Caraway,  
Executive Vice President  
tcaraway@huntcaraway.com  
C 602.770.3115**

**Registered Architect  
State of Arizona, #22538**



*2. 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). Provide the name, address and telephone number of the person to contact concerning the SOQ.*

Hunt & Caraway Architects is a Phoenix-based architectural firm organized as a corporation with 10 employees. Our office is located at 1747 E. Morten Avenue #306, Phoenix, Arizona.

The licenses/registrations held by members of the firm include the following:

**Tamara Caraway**, Registered Architect, State of Arizona #22538;

**Jonathan Schmid**, Registered Architect, State of Arizona #54502;

**Neil Pieratt**, Registered Architect, State of Arizona #54422

The Town of Fountain Hills' main contact will be Principal and Executive Vice President, Tamara Caraway. Ms. Caraway is located at the Hunt & Caraway office at 1747 East Morten Avenue, #306 in Phoenix, Arizona. She can be reached at the office at 602.595.8200 or on her cell at 602.770.3115.

*3. Identify the location of the Vendor's principal office and the local work office, if different from the principal office.*

Our office is located at 1747 E. Morten Avenue #306, Phoenix, Arizona. All services will be provided from this office, located 22 miles from Town of Fountain Hills' offices.

*4. Provide a general description of the Vendor that is proposing to provide the Services, including years in business.*

Hunt & Caraway Architects is a full service architecture firm and has been in business for 21 years. Since our founding in 1994, we have focused on municipal architecture that implements new design, building systems, and construction materials, while remaining committed to environmentally sustainable design principles.

*5. Identify any contract or subcontract held by the Vendor or officers of the Vendor that has been terminated within the last five years. Briefly describe the circumstances and the outcome.*

Hunt & Caraway Architects has not been terminated, nor our services discontinued, within the past 5 years.

*6. Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.*

Hunt & Caraway Architects has not been involved with, nor has pending any litigation or arbitration within the past 5 years.

*7. Vendor Information Form.*

Attached as appendix.



**Hunt & Caraway is committed to supporting and implementing your goals.**

# Tab B Experience & Qualifications of the Vendor



# Experience & Qualifications of the Vendor

Fire Station No. 2 Architectural Services

# B

*1. 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 the design of fire stations, pre-design development and architectural programming, schematic design, design development, construction documents, bidding and evaluation, management of construction and post construction services.*

Hunt & Caraway has a long tradition of serving public institutions through thoughtful, yet budget-conscious, design. We have designed fire stations and public safety facilities from ground up, modern architectural design, to the restoration and renovation of historical buildings.

**We are dedicated to public design; therefore we have a long resume of public projects. Below is a list of recent completed public projects.**

- Arizona Army National Guard, Camp Navajo Fire Station, Belmont, AZ, LEED Silver
- Arizona Army National Guard Fire Station at Silverbell, Marana, AZ
- City of Avondale Fire Station Nos. 173 and Remodel Fire and Police Substation No. 171, Avondale, AZ
- City of Casa Grande Fire Station No. 501 Structural Retrofit
- City of Casa Grande Fire Station No. 502 Addition & Remodel Planning
- City of Casa Grande Fire Department New Fire Station #504, Casa Grande, AZ
- City of Glendale Fire Station #156 and #157, Renovation of FS Nos. 151-155, Glendale, AZ
- City of Glendale Adult Center, Glendale, AZ
- City of Glendale TMC/EOC Remodel, Glendale, AZ
- City of Phoenix Fire Station No. 60, Phoenix, AZ
- City of Scottsdale D.C. Ranch Public Safety Facility, Fire Station and Police Sub-Station, Scottsdale, AZ
- City of Scottsdale Fire Station #609, #610, #614
- City of Scottsdale Mounted Patrol Office & Barn, Expansion District 3 Patrol Station
- City of Scottsdale Remodel Public Service Building
- City of Surprise Fire Station #301 and #303
- Pinetop Fire District Fire Station No. 2, Pinetop, AZ
- Sun City West Fire District Administration Building
- Sun City West Fire District Fire Station Nos. 101 Remodel and/or Additions, Sun City West, AZ
- Sun Lakes Fire District Remodel/Expansion Fire Station No. 2, Sun Lakes, AZ
- Sun Lakes Fire District, Fire Station #1, Sun Lakes, AZ

A limited number of LEED projects have been completed around the State of Arizona, however Hunt & Caraway completed the first LEED Silver facility for the Arizona Army National Guard on the Camp Navajo Training Facility. Hunt & Caraway design team members are LEED accredited professionals with experience in the submittal and documentation of multiple LEED projects. Although the Town of Fountain Hills is not seeking LEED certification, Hunt & Caraway strives to design high performing, long-life, easy to maintain facilities, predicated on sustainable principles. Our experience with LEED provides a strong basis to design an environmentally friendly facility within budget.



We will be present and dedicated to the Town. We pride ourselves on giving honest assessments to design problems, **always making certain that our design recommendations are achieved through the collaboration process.**

# Experience & Qualifications of the Vendor

Fire Station No. 2 Architectural Services



2. Provide a list of three public or private organizations of a similar size or similar operation to the Town in which work has been performed. This list shall include, at a minimum, the following: (a) Name of company or organization. (b) Owner or representative directly responsible for oversight of the project (c) Owner/representative’s address, telephone number and email address.

a) Name of Company/ Organization	b) Owner or Representative directly responsible for project	c) Owner / Representative’s address, phone, and email
City of Casa Grande	Scott Miller, Fire Chief	373 E Val Vista Road Casa Grande, AZ 85222 P: 520-421-8777 x5940   E: smiller@ci.casa-grande.az.us
City of Glendale	Bill Passmore, Engineering Department	5850 W Glendale Avenue Glendale, AZ 85302 623-930-3647 E: bpassmore@glendaleaz.com
City of Phoenix	James Zwerg, Project Manager	2625 S 19th Avenue Phoenix, AZ 85009 602-370-7639 E: james.zwerg@phoenix.gov

3. A Past Performance Verification Form (“PPVF”) is included in Section A, Part V. Provide a copy of the PPVF to the owner/representative of the three organizations listed above to complete and submit to the Town via email or facsimile prior to the date and time listed on the form. It is the Vendor’s responsibility to ensure that the Town receives the PPVF prior to the deadline.

Name	Phone	Owner	Project Name	Date Completed	Cost of Project
Scott Miller	520-421-8777 x5940	City of Casa Grande	City of Casa Grande Fire Station #504	April 2011	\$3,700,000
Bill Passmore	623-930-3647	City of Glendale	Fire Station #157 Glendale Fire Department, Emergency Operations Center & Fire Science Classrooms	October 1998 (Concrete molding structural remediation in September 2015)	\$2,161,000
James Zwerg	602.370.7639	City of Phoenix Fire Department	City of Phoenix Fire Station #60	March 2008	\$3,562,706



# Tab C Key Positions



# Key Positions

Fire Station No. 2 Architectural Services



1. 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 Engineer.



### **Tamara D. Caraway, AIA | Executive Vice President and Project Architect**

As the Principal in Charge, Tamara will develop contracts and fees based on scope of service with owners and consultants; programming and concept design; design development; supervising project managers and staff; develop, coordinate, and ensure production and completeness of construction documents; oversee quality controls, participate in construction administration.

Architect Tamara Caraway has over 35 years of experience in the planning, programming, design, and construction administration of public safety, educational, municipal, religious, multi-family, and commercial architecture. As project architect, she works one-on-one with the client and stakeholders to understand the client's goals and objectives to develop conceptual design ideas.



### **Jonathan Schmid, RA, LEED AP | Project Manager**

Jonathan Schmid has worked with Hunt & Caraway Architects for the past 17 years as a team member on a variety of educational, public safety, municipal, and religious projects. He holds a LEED Accredited Professional title and is a Registered Architect. Mr. Schmid's knowledge of emerging technology enhances his ability to organize and effectively complete projects on time with Owner satisfaction.

Jon will work directly with the Town of Fountain Hills during the initial programming and planning phases to identify and respond to their needs within the project design. As project manager, he is responsible for the coordination with consultants in addition to supervising the drafting team and formulation of all construction drawings. He will have overall management of the project schedule and provide quality control.



### **David Buchli | Construction Administrator**

David has over 36 years of construction administration experience working for both architects and contractors, which will benefit the Town of Fountain Hills through his ability to foresee all issues and keep the construction activities moving along schedule. He will administer construction activities, attend weekly owner, architect and contractor meetings, and prepare meeting minutes. He is also responsible for reviewing pay applications, change order requests, and material test data. He will answer Requests for Information, issue Architectural Supplemental Instructions and Proposal Requests, coordinate design consultant activities, prepare punchlists, and coordinate warranty repairs with the Town of Fountain Hills and the general contractor.

2. 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.



# Key Positions

Fire Station No. 2 Architectural Services



3. 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.

Discipline	Company & Contact	Brief Description
Civil Engineering	<b>Montgomery Engineering &amp; Management</b> 16716 E Parkview Ave # 204 Fountain Hills, AZ 85268 480-837-1845 David Montgomery	Providing quality site plans, grading and drainage plans, topographic drawings and plats to residential and commercial customers in the Valley of the Sun since 1989.
Mechanical, Plumbing & Electrical Engineering	<b>Maven Engineering</b> 230 Baseline Road, Suite #103 Tempe, AZ 85253 480-303-0180 Kirk Hoffman	Maven Engineering provides exceptional engineering services to meet the diverse requirements of our clients. Our qualified engineering team has the ability to respond to each client's needs for any size project and to effectively staff multiple projects simultaneously.
Structural Engineering	<b>Broderick Engineering</b> 6859 E Rembrandt Ave # 124, Mesa, AZ 85212 Phone:(480) 926-6333 Greg Broderick	Broderick Engineering is highly qualified and has experience in diverse project types. They offer a full range of services for commercial, educational, medical, industrial, and residential projects.
Fire Protection	<b>EJ Engineering Group</b> 21505 N 78th Ave # 125, Peoria, AZ 85382 Phone:(623) 362-1400 John Echeverri	EJ Engineering Group provides complete Fire Protection Engineering, design, hydraulic calculations, flow testing, and due diligence studies for new commercial construction, educational facilities, health, public safety, military, tenant improvements as well as industrial/manufacturing, and storage facilities.
Cost Estimating	<b>Marc Taylor</b> 99 E Virginia Ave #225, Phoenix, AZ 85004 Phone:(602) 799-8032 Marc Taylor	Marc Taylor specializes in providing technical services, with an emphasis on construction cost estimating, value management, procurement, design management, bid-ability/constructability reviews, 3D Modeling and scheduling.

To effectively manage and communicate with our subcontractors, Hunt & Caraway Architects works in realtime through electronic transfer. Utilizing Revit and Software 360 allows all stakeholders to track various stages in the building's lifecycle, from concept to construction. All consultants use Revit as a tool for clash/collision detection; and every stakeholder is notified as soon as a decision or change is made in Revit. However, there is no substitute for regular, face-to-face meetings with all subcontractors and owner representatives for comprehensive understanding of design input.

4. 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 SOQ and will not count toward the SOQ page limit.

Please find the resumes and license registration numbers of key personnel in the Appendix.

# Tab D Project Approach



1. Describe the approach to performing the required Services in the Scope of Work described in the Professional Services Agreement, including the following processes: a) Planning. b) Designing. c) Estimating. d) Scheduling. e) Cost controls and management. f) Project management and team organization during design and construction phase services. g) Bid Package Management. h) Management of overhead costs. i) Managing subcontractors. j) Quality control. k) Safety.

Our ability to maintain costs and schedule on a variety of delivery methods is impeccable. At Hunt & Caraway Architects, our 7-step approach to cost and schedule control is simple—we solicit involvement from all stake-holders. We exercise a proactive approach to areas prone to problems, openly establishing each team member’s expectations and responsibilities and assigning action items.

## Our 7-Step Approach

01

### PLAN THE PLAN / INITIAL PROGRAMMING MEETING

Meet with Owner’s designated project representative, and end-user groups as identified, to review the approach, confirm the program and review the current design concept. This meeting help establish the Design Review team members, schedule meetings, establish expectations and responsibilities of team members, identify goals and objectives, and establish the project schedule and set “bench marks”. All fundamental elements of program, meetings, presentations, and basis of budget are developed for Town approval.

02

### SCHEMATIC DESIGN PHASE / IMPLEMENT PROGRAM AND SCHEMATIC DESIGN

During this phase the team advances with Town approved program to further develop the Concept Design, develop master plan, outline specifications, and construction cost. Estimate for building and site costs separately. Obtain approval of schematic phase from Town prior to next phase.

03

### DESIGN DEVELOPMENT PHASE / DEVELOP SCHEMATIC DOCUMENTS INTO DESIGN

At this phase the team will discuss key building systems compatible to existing; review options for energy savings, including exterior building materials. Hunt & Caraway will review these options with the Design Review Team, solicit input from all stakeholders, share discovery findings of the existing conditions, and provide options. We will review the three imperatives, Scope, Quality and Budget, back-checking to ensure all program elements have been satisfied. The final step will be to obtain approval of Design Development Phase before progressing to the Construction Documents Phase. Hunt & Caraway uses historical cost information for estimating with a third party review for real-time relevancy and market data. Regular meetings in this phase are critical for effective cost management.

04

### CONSTRUCTION DOCUMENTS PHASE / DEVELOP FINAL BID DOCUMENTS

Hunt & Caraway will develop Construction Documents Final drawings, Narrative, Final Specifications (CSI Format), Final Calculations, and Final Cost Estimate, once again reviewing the three imperatives, Scope, Quality and Budget and back-checking to ensure all program elements have been satisfied. We will obtain permit approval of Construction Documents Phase before bid solicitations and review and seek approval by the Design Review Team.

05

### CONSTRUCTION BID/AWARD PHASE / BIDDING AND NEGOTIATION

During this phase documents will be distributed for bidding to achieve the best possible price. Hunt & Caraway will respond to bid questions or clarification and issue addendum. We will review, administer and make recommendations to award to construct. We will facilitate the Pre-Bid Conference with the Town, and assist in conducting the bid opening and evaluation and recommendation.

06

### CONSTRUCTION PHASE / CONSTRUCTION CONTRACT ADMINISTRATION

Hunt & Caraway will attend and co-facilitate pre-construction meetings to establish staging, operations requirements per local jurisdictions, communication processes, and meeting documentation. We will review shop drawings and submittals, issuing construction reports and necessary documents (RFI, ASI, PR, CO). As a team we will monitor progress (review 3 week construction look ahead schedule); reject nonconforming materials or workmanship; review pay applications, review “as-built” documentation regularly. Additionally we will oversee development of a “Punch List” and issue the Certificate of Substantial Completion and conduct final walk-through with Design Review Team.

07

### POST CONSTRUCTION PHASE / CLOSEOUT AND COMPLETION

During the Post Construction Phase we will ensure all project closeout documents are completed (as-builts, certificate of occupancy, O & M Manuals and final pay application), systems and equipment personnel training is executed, and conduct a warranty and one or two year post-construction evaluation.

We will be present and dedicated to the Town. We pride ourselves on giving honest assessments to design problems, always making certain that our design recommendations are achieved through the collaboration process. As a team, we are here to listen to your wants and needs and make things happen! Principal involvement at every step, listening to the Town and end-users, and following through to help the Town make the best decisions is our primary job. We commit to ensuring your money is spent efficiently and gives the Town the best facilities to continue keeping the community safe. Hunt & Caraway Architects has the manpower, skills and resources to complete Fire Station No. 2 on schedule, while also achieving budget, quality, and safety goals.

*2. Describe any alternate approaches, if it is believed that such an approach would best suit the needs of the town. Include rationale for alternative approaches and indicate how the vendor will ensure that all efforts are coordinated with the Town's Representatives.*

Hunt & Caraway Architects understands the Town of Fountain Hills has previously engaged consultants to provide assessment and preliminary design documents for site utilization, including a traffic signal study. This is an excellent way to gather key information and a critical exploratory phase to gain insight on community perceptions and develop an understanding of tasks to proceed into a full design and engineering plan. We have provided and facilitated this early pre-planning process with other municipalities and public projects; this experience will enable us to utilize the information collected and developed to date to efficiently move forward developing a comprehensive site plan, design concepts / options and bidding documents for a facility that meets your budget and schedule requirements.

Utilizing a process involving all stakeholders, Hunt & Caraway endeavors to inform you as the client so critical decisions will be based on the conscientious, explicit, and judicious use of current best evidence collected. This results, when effectively translated by a creative, innovative team into a total pleasing environment: appealing public image from the street as you approach the facility, a confident visitor who easily navigates to find where they are going, safe vehicular and pedestrian movement between large emergency vehicles and visitors, and most important – a facility that is welcome within the residential environment – where the community has their thumbprint on the design.

Culling information from the comprehensive documents produced from your pre-planning meetings, Development Services and Planning and Zoning Departments for land use/open space and landscape, Hunt & Caraway Architects will transform your site on Fountain Hills Boulevard and Muskrat Lane to a high performing sustainable and environmentally friendly facility the community will be proud of. We recognize the commitment and passion of our first responders to their profession of protecting the community. The fire station is not only a place of work but also a home for our emergency responders. It is imperative to integrate their home into the fabric of the natural and beautiful environment Fountain Hills is so well known for. The station should be a reflection of the community, preserving the scenic views of the surrounding mountains; the Sonoran Desert and natural vegetation are all treasures to protect. Hunt & Caraway Architects' mission is to provide solutions that meet the Town of Fountain Hills citizens, Mayor, Fire Chief and first responders, City Council, and Development Services Director's goals and expectations.



During our visit to the site, Hunt & Caraway Architects made a number of observations to provide an alternative solution to enhance the site, preserve the natural beauty and connect with the neighborhood in ways listed on the following pages:

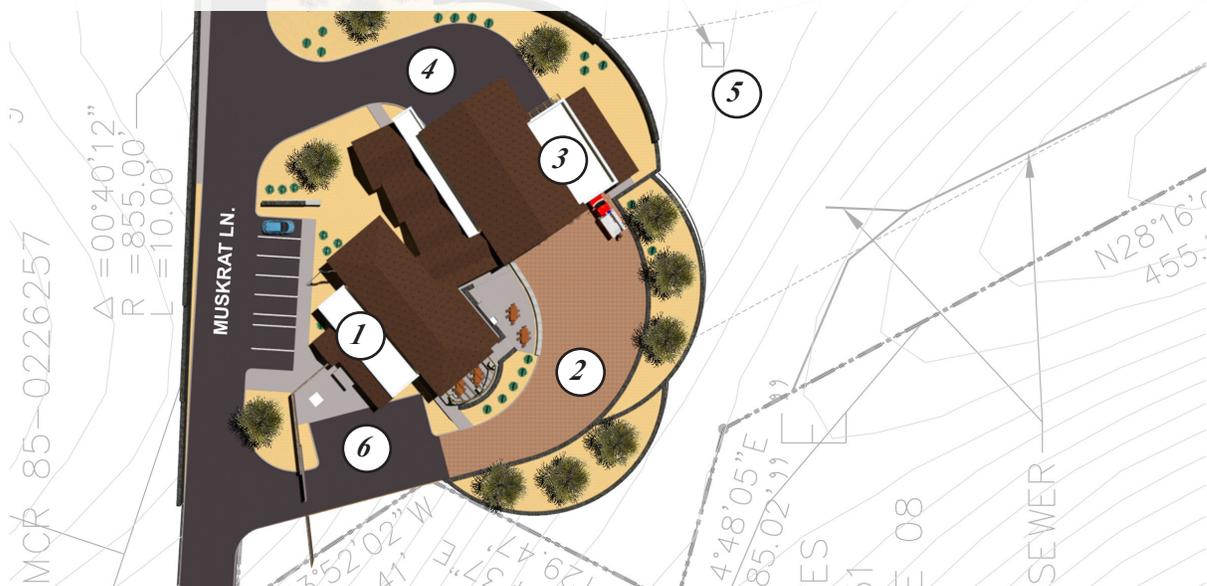


### Site Plan Elements

1. Provide residential-friendly building elements near existing residences, such as dorms, study, and day room.
2. Ease the turning radius of large emergency vehicles by moving the bays further from the access road.
3. Minimize vertical elements' proximity to residences by moving higher volume bays away from the north residence to reduce obstruction of views and minimize scale.
4. No crossing of pedestrian or passenger vehicles on emergency vehicle exit or entry drive.
5. Design takes advantage of existing electrical and sewer locations, reducing connection runs.
6. Secured and private personnel space for employee parking, patio and care of emergency vehicles.

### Front of Building - Design Elements

- A. Control and limit public access through design; public access has dedicated parking off of access road with direct pedestrian access to only north side of building.
- B. No crossing of pedestrian or passenger vehicles on emergency vehicle exit or entry drive.
- C. Utilizing terrain reduces and breaks up roof and building mass.
- D. Residential elevation blended with community, staggered bays and roof lines for sound mitigation and visual screening.





2

### Back of Building - Design Elements

1. Take advantage of the steep grade to place larger elements at a lower elevation and improve balance of cut/fill of the site.
2. Reduce retaining walls of the site by taking advantage of placement of building elements.
3. Secured and private personnel space for employee parking, patio and care of emergency vehicles.
4. Utilizing terrain reduces mass sheet drainage of drives in preliminary design concept; reducing the concentration of driveway mass in the same areas better enables control of water run-off.
5. Private outdoor connection courtyard with extensive scenic site views.



A close-up photograph of a fire truck's equipment. Three thick hoses in yellow, red, and blue are draped across the frame. The background shows the side of a red fire truck with a diamond-plate metal panel and a large wheel. The scene is brightly lit, suggesting a sunny day.

# Tab E Schedule of Work



*Provide a schedule of work in the form attached to the Sample Professional Services Agreement as Exhibit D showing key project milestones and deliverables as described in the scope of work.*

- A. Consultant shall complete all Services required under the Pre-Design and Architectural Programming Phase within **30** working days after written authorization from the Town to proceed. **February 8, 2016 - March 21, 2016.**
- B. Consultant shall complete all Services required under the Schematic Design Phase within **30** working days after written authorization from the Town to proceed. **March 21, 2016 - April 25, 2016**
- C. Consultant shall complete all Services required under the Design Development Phase within **30** working days after receipt of a written authorization from the Town to proceed. **April 25, 2016 - May 30, 2016**
- D. Consultant shall complete all Services required under Construction Document Phase up through and including the Substantial Completion stage within **270 (exclusive of contractor or construction delays)** working days after receipt of a written authorization from the Town to proceed. Excluded from this duration is the time associated with the construction document back-check stage. **May 30, 2016 - June 19, 2017 (58 working days are for Construction Document and Permit Phase; bar graph schedule based on calendar days)**
- E. Consultant shall proceed with all Services required under the Bidding Phase within **10** working days after receipt of a written authorization from the Town to proceed. **August 19, 2017 - October 6, 2017**
- F. Consultant shall proceed with all Services required under the Construction Phase, upon the commencement of construction, and shall continue through completion and acceptance of the Project by Town.
- G. The durations stated above include the review periods required by the Town and all other regulatory agencies.

Please see our further detailed schedule on the following page.



**Town of Fountain Hills Fire Station No. 2\***

Month	Start Date																	
	F	M	A	M	J	J	A	S	O	N	D	J	J	A	S	O	N	D
Description / Detail	Feb 1, 2016																	
	1st Qtr. 2016	2/8/16	2/8/16	2/8/16	2/10/16	2/15/16	3rd Qtr 2016	3rd Qtr 2016	3rd Qtr 2016	1st Qtr. 2017	2nd Qtr 2017	2nd Qtr 2017	2nd Qtr 2017	3rd Qtr 2017	3rd Qtr 2017	4th Qtr 2017	4th Qtr 2017	4th Qtr 2017
<b>Town Council Award Date</b>	2/4/16																	
• Kickoff Meeting - Task Analysis / Work Plan Schedule (2/8/16)	2/8/16																	
• Investigation / Document Request (2/8/16)	2/8/16																	
• Town of Fountain Hills Development Services: P&Z / Depts & Bldg. Safety (2/10/16)	2/10/16																	
• Stake Holder Meeting (2/15/16)	2/15/16																	
<b>Design</b>																		
<b>Programming (4 wks)</b>																		
- Week of 2/15 - 3/11																		
• Town Review & Presentations																		
- Week of 3/14/16																		
<b>Schematic Design (4 wks)</b>																		
- Week of 3/21 - 4/15																		
• Town Review & Presentations																		
- Week of 4/18/16																		
<b>Design Development (4 wks)</b>																		
- Week of 4/25-5/20																		
• Town Review & Presentations																		
- Week of 5/23/16																		
<b>Construction Documents (8 wks)</b>																		
- Week of 5/30 - 7/29 (1 wk added for Memorial and 4th of July Holiday)																		
• Town Review & Presentations																		
- Week of 8/1/2016																		
• Submittal (2 wks) / Permit Process																		
- Week of 8/8 - 8/19																		
<b>Bidding</b>																		
• Advertise for Bids (8/19/16)																		
• Pre-Bid Conference / Addendum (9/19/16)																		
• Bid Opening (9/27/16)																		
• Awarded (10/6/16)																		
<b>Construction</b>																		
• Preconstruction Conference (10/10/16)																		
• Construction Start (10/17/16 - 6/19/17) (245 days = 8 months)																		
• Ground Breaking week of (10/24/16)																		
<b>Occupancy / Post Construction</b>																		
• Start Up (5/30/17)																		
• Punch List (6/5/17)																		
• Certificate of Substantial Completion (6/19/17)																		
• Building Dedication																		
- Week of 6/26/17																		

\* This schedule will be modified upon Owner input; it is developed based on assumptions known at the time of preparation. Reduction in time can be achieved during Task Analysis Development.

# Appendix



## Tamara D. Caraway, AIA | Executive Vice President and Project Architect

### Years of Experience

35 years | 17 with Hunt & Caraway Architects



### Education

Bachelor of Environmental Design |  
School of Architecture | University of  
Kansas | 1981

### Certifications & Registrations

Registered Architect | State of Arizona |  
#22538

### Professional & Civic Affiliations

- Council of Educational Facility Planners International Southwest Region, Past Board President
- Arizona Association of School Business Officials
- Arizona Business & Education Coalition, Board President
- Alliance for Construction Excellence, Education Committee Chair
- Leadership West, President, 2011-2016
- AIA (American Institute of Architects)
- Arizona School Facilities / AIA Coalition

### Honors & Awards

- Phoenix Fire Station #60 F.I.E.R.O. Recognition Award 2008
- Franklin Police & Fire High School Governor's Heritage Preservation Honor Award 2008
- City of Glendale Fire Station No. 157 "Crescordia" Award by Valley Forward Association for Arts in Public Buildings, September 1998
- Glendale Adult Center Excellence in Masonry Honor Award by Arizona Masonry Guild, October 2003

Architect Tamara Caraway has over 35 years of experience in the planning, programming, design, and construction administration of public safety, educational, municipal, religious, multi-family, and commercial architecture. As project architect, Tamara Caraway works one-on-one with the client and stakeholders to understand the client's goals and objectives to develop conceptual design ideas. She coordinates the team's collaboration throughout all phases of design and construction to ensure that the construction documents address function, operation, user needs, and unique programming requirements. Tamara also spent several years working on the construction side of the project team, so she is able to provide the Town of Fountain Hills with a well-rounded perspective.

### Project Experience:

- Arizona Army National Guard Fire Station at Silverbell Heliport
- Arizona Army National Guard Fire Station at Camp Navajo
- City of Avondale Fire Station No. 173
- City of Avondale Remodel Fire and Police Substation No. 171
- City of Casa Grande Fire Department Fire Station Prototype Plans
- City of Casa Grande Fire Station No. 504
- City of Casa Grande Fire Station No. 502 Remodel Concept
- City of Casa Grande Fire Station No. 501 Structural Retrofit
- City of Glendale Fire Station No. 156
- City of Glendale Fire Station No. 157
- City of Glendale Adult Center
- City of Glendale Fraternal Order of Police - Obtaining Zoning, General Plan Revision & Use Permits to Remodel Building
- City of Glendale Northwest Valley Advocacy Center
- City of Glendale Remodel Bethany West Police/Fire Station No. 152
- City of Glendale Remodel five Fire Stations for Bio-hazard Cleaning Rooms
- City of Glendale TMC/EOC Remodel
- City of Phoenix Fire Station No. 60
- City of Phoenix Remodel City Hall 6th Floor for Traffic Control Center
- City of Scottsdale D.C. Ranch Public Safety Facility, Fire Station and Police Sub-Station
- City of Scottsdale Fire Station No. 609
- City of Scottsdale Fire Station No. 610
- City of Scottsdale Fire Station No. 614
- City of Scottsdale Mounted Patrol Office & Barn, Expansion District 3 Patrol Station
- City of Scottsdale Rio Montana Park Fire Station
- City of Scottsdale Remodel Chaparral Park Service Building
- City of Scottsdale Remodel Public Service Building
- City of Surprise Fire Station No. 301
- City of Surprise Fire Station No. 303
- Sun City West Fire Administration and Maintenance
- Town of Buckeye Sundance Park
- Golder Ranch Fire District Fire Station
- Pinetop Fire District Fire Station No. 2
- Sedona Fire District Fire Station No. 3/ Village of Oak Creek Canyon

## Jonathan Schmid, RA, LEED AP | Project Manager

### Years of Experience

17 years | 17 with Hunt & Caraway Architects



### Education

Bachelor of Arts Degree in History,  
Emphasis in Architectural History |  
Arizona State University | 2005

### Certifications & Registrations

- LEED Accredited Professional
- Registered Architect | State of Arizona | #54502

Jonathan Schmid has worked with Hunt & Caraway Architects for the past 17 years as a team member on a variety of educational, public safety, municipal, and religious projects. He holds a LEED Accredited Professional title and is a Registered Architect. Mr. Schmid's knowledge of emerging technology enhances his ability to organize and effectively complete projects on time with Owner satisfaction. As a team member, he will work directly with the Owner during the initial programming and planning phases to identify and respond to their needs within the project design. As project manager, Mr. Schmid is responsible for the coordination with consultants in addition to supervising the drafting team and formulation of all construction drawings

### Project Experience:

- Arizona Army National Guard Fire Station at Silverbell Heliport
- Arizona Army National Guard Fire Station at Camp Navajo
- City of Avondale Fire Station No. 173
- City of Avondale Remodel Fire and Police Substation No. 171
- City of Casa Grande Fire Station No. 504
- City of Casa Grande Fire Station No. 502 Remodel Concept
- City of Casa Grande Fire Station No. 501 Structural Retrofit
- City of Glendale Fire Station No. 157
- City of Glendale Adult Center
- City of Glendale TMC/EOC Remodel
- City of Phoenix Fire Station No. 60
- City of Scottsdale D.C. Ranch Public Safety Facility, Fire Station and Police Sub-Station
- City of Scottsdale Fire Station No. 817 (now 610)
- City of Scottsdale Fire Station No. 818 (now 614)
- City of Surprise Fire Station No. 301
- City of Surprise Fire Station No. 303
- City of Surprise Fire Stations No. 305 and No. 306 Conceptual Study
- Golder Ranch Fire District Fire Station
- Pinetop Fire District Fire Station No. 2
- Sun City West Fire Administration Building
- Sun City West Fire Station Concept
- Sun Lakes Fire District Demolish and Rebuild Replacement Fire Station No. 1
- West World Police Barn
- Young Town Police Station Remodel

## David Buchli | Construction Administration Years of Experience

36 years | 2 with Hunt & Caraway Architects



### Education

Bachelor of Science | General Building  
Construction | Arizona State University |  
2005

David has over 36 years of construction administration experience working for both architects and contractors, which will benefit City of Scottsdale through his ability to foresee all issues and keep the construction activities moving along schedule. He will administer construction activities, attend weekly Owner, Architect and Contractor meetings, and prepare meeting minutes. He is also responsible for reviewing pay applications, change order requests, and material test data. He will answer Request for Information, issue Architectural Supplemental Instructions and Proposal Requests, coordinate design consultant activities, prepare punchlists, and coordinate warranty repairs with the Town of Fountain Hills.

### Project Experience:

- Arizona Western College Learning Center, Dormitory Remodel, Classroom/ Computer Room and Science Lab Renovations, Campus Wide Infrastructure Improvements, and Student Union Renovations
- Peoria Unified School District, Elementary #29\*
- Higley Unified School District Bus Maintenance Facility Remodel
- Centennial Elementary
- Chaparral Elementary
- Gateway Pointe Elementary
- Cortina Elementary
- Higley Elementary & Middle School
- Higley High School
- Power Ranch Elementary
- Dysart Unified School District, Bus Transportation and Maintenance Facility\*
- Dysart Unified School District, 10 New Elementary Schools\*
- Shadow Ridge High School\*
- Dysart Pre-School\*
- Dysart Unified School District, Elementary School Renovations\*

*\* denotes projects completed by Hunt & Caraway team members while at other firms*

## Civil Engineer

Mr. Montgomery is a registered Civil and Structural Engineer in Arizona with over 39 years of engineering experience including 25 years as owner and manager of Montgomery Engineering & Management, LLC. He has also worked as a project manager for Kitchell CEM for 5 years on public construction projects in Arizona and California. Prior to that Mr. Montgomery worked for Davy McKee on large structural engineering projects and for Black and Veatch Consulting Engineers on power facilities design with 2 years of construction management.

## Related Project Experience

- Site design for public projects including Fountain Hills Fire Stations on Saguaro Boulevard and Shea Boulevard.
- Residential subdivision designs including plat, grading, roads, drainage, surveying, hillside analysis, sewer plans and water plans. Projects include DC Ranch (19 Lots), Diamante Del Lago (139 lots), Greenfield Heights (58 lots), Eastview Estates (23 lots), Thunder Ridge Condominiums (81 units), Villa Estates (40 units), LaStrada Condominiums (60 units), Villas at Firerock Condominiums (26 units), Mirage Heights (52 units), Westridge Village (87 lots) and many other projects throughout the valley.
- Custom residential site plans for thousands of lots. Plans include grading, retaining walls, hydrology studies, drainage, surveying and driveways.
- Topographic surveys of Saguaro Boulevard for Fountain Hills Sanitary District plus residential and commercial lots throughout the valley.
- Site development plans for low income housing in Phoenix, Arizona.
- Site development plans for commercial and industrial projects in the Phoenix area.
- Paving design for alleys in Fountain Hills, Arizona including grading, drainage and street design.
- Project Manager for \$150 million State Prison in southern California, \$10 million expansion of Sun Devil Stadium entrance building, police facility in Pasadena, California and schools in Arizona.
- Structural design of power transmission lines, industrial facilities, materials handling structures, office buildings, churches and retaining walls.

**David R. Montgomery, P.E. |  
Owner**

### *Education*

Bachelor of Science in Civil Engineering, University of Wisconsin-Platteville 1974

### *Registrations*

- Arizona Civil #21549
- Arizona Structural 24473

### *Affiliations*

- Member of Pat 208 Architectural Review Committee
- Former member of Fountain Hills Architectural Committee



# Appendix

Fire Station No. 2 Architectural Services

## Mechanical, Plumbing and Electrical Engineering

Kirk Hoffman has over 32 years of experience in the mechanical engineering and consulting profession. Mr. Hoffman has experience on both large and small projects and has provided excellent engineering design with attention to all levels of details. Over the last 4 years he has been designing electrical projects with the intent to pursue his Electrical Engineering professional registration. The combination of Mechanical and Electrical background gives him a unique and comprehensive overview of the MPE systems that go into a building.

Mr. Hoffman is also experienced with computer and software programs that support the state of art engineering technology, including AutoCAD, energy analysis programs, and HydroCAD fire protection software, DesignMaster mechanical and electrical programs.

## Related Project Experience

- Casa Grande Fire Station #504, Casa Grande, AZ
- Eloy Fire District Station #521, Eloy, AZ
- Department of Economic Security – Washington Business Park, Phoenix, AZ
- Department of Economic Security – Apache Junction
- Arizona Department of Administration - Phoenix, AZ
- Maricopa County Southeast Facility - Phoenix, AZ
- US CORP RECRUITING – LITCHFIELD - Litchfield, AZ
- US CORP RECRUITING – CASA GRANDE – Casa Grande, AZ
- FBI TENANT IMPROVEMENT - Lake Havasu, AZ
- ASU various projects – Tempe, AZ

## Kirk Hoffman, PE, CIPE | Owner/Engineer

32 Years of Experience

### Education

Bachelor of Science in  
Mechanical Engineering,  
Arizona State University 1991

### Registrations

Mechanical Engineer, AZ No.  
24488  
Certified in Plumbing  
Engineering (CIPE) given by  
ASPE

**Maven Engineering, ACC**

## Structural Engineer

Broderick Engineering, LLC, is a full service Civil & Structural engineering firm. Mr. Greg Broderick, P.E., M.S., is the principal in charge. Mr. Greg Broderick has over fifteen years of experience in his field. Mr. Greg Broderick's experience encompasses; educational facilities, municipal projects, commercial projects, religious facilities, and medical facilities. Mr. Greg Broderick established Broderick Engineering LLC, on September 2, 2005, in order to provide, and maintain, a quality of professional services to the client. Prior to establishing Broderick Engineering LLC, Mr. Greg Broderick was the Vice President of a thirty person firm and managed a branch office. Broderick Engineering has offices in Mesa and Tucson Arizona

## Related Project Experience

- Fountain Hill Fire Station #2, Fountain Hills, AZ
- Arizona Army National Guard Silverbell Fire Station, Marana, AZ
- Avondale Fire Station #171 Addition, Avondale, AZ
- Avondale Fire Station #173, Avondale, AZ
- Camp Navajo Fire Station, Camp Navajo, AZ
- Camp Navajo Control Range Tower addition, Camp Navajo, AZ
- City of Phoenix Old Fire Station No. 30 – Partition Beam, Phoenix, AZ
- City of Phoenix Fire Station No. 31 & 42 – Column removal at Bay, Phoenix, AZ
- City of Tucson Public Safety Training Academy - Dormitory Facility, Tucson, AZ
- City of Tucson Public Safety Training Academy - USDA Forest Service Heliport Facility – Tucson, AZ
- City of Tucson Fire Station No. 6 & 7, Tucson, AZ
- City of Tucson Lambert Lane Fire Station, Tucson, AZ
- City of Tucson Fire Department Storage Facility, Tucson, AZ
- Golder Ranch Fire Station, Oro Valley, AZ
- McNary Fire Station, McNary, AZ
- Northwest Fire Station #35, Tucson, AZ
- Silverbell Fire Station, Marana, AZ
- Snowflake Fire Station, Snowflake, AZ
- Surprise Fire Station No. 301& 303, Surprise, AZ
- Sun City West Fire Administrative Facility, Sun City, AZ
- Sun Lakes Fire Station No. 1 & 2, Sun Lakes, AZ
- White Mountain Fire Management Building, Whiteriver, Arizona

## Greg Broderick | Principal

15 Years of Experience

### Registrations

Structural Engineer, Arizona,  
2002, Reg. No. 37376

Professional Engineer, New  
Mexico, Colorado, Texas,  
Wyoming



# Appendix

Fire Station No. 2 Architectural Services

## Fire Protection

John Echeverri started EJ Engineering in January of 2000. He has personally engineered thousands of wet-pipe, dry-pipe and clean agent fire protection systems for small tenant improvement projects to large facilities of 600,000 sf or more in size. Projects include Private, Federal, State and Municipal projects of all types and scope. He has been a part of the local industry since 1984 for both his current firm and the two prior engineering firms where he was the director of their respective FP Departments.

John and our team of certified designers, licensed professional engineers and licensed contracting professionals are acutely aware of the intense coordination and precision required for all types of fire suppression projects. Our goal is to give our Clients complete peace of mind and provide them with value-added services. We always want to secure a long-term relationship with each Client.

## Related Project Experience

- Apache Junction Fire Station 265 – Apache Junction, Arizona
- Buckeye 3 & 4 Bay Fire House Prototype Designs - Buckeye, AZ
- Buckeye Fire House 3 & 704 – Buckeye, Arizona
- Buckeye Fire House - Verrado – Buckeye, Arizona
- Buckeye Valley Fire Station – Buckeye, AZ
- Chandler Fire Department Headquarters – Chandler, Arizona
- Chandler Fire Station 3 – Addition/Renovation – Chandler, Arizona
- Drexel Heights Fire Station – Tucson, Arizona
- Lake Havasu Fire Station 1 – Lake Havasu City, Arizona
- Mesa Fire Station 218, 219, 203 – Mesa, Arizona
- Phoenix Fire Station 52 & 60 – Phoenix, Arizona
- Pinetop Fire Station 110 – Pinetop, Arizona
- Scottsdale ARFF Fire Station No. 609 (812) – Scottsdale, Arizona

## Cost Estimating

Marc Taylor has completed \$6 billion in both horizontal and vertical construction projects throughout the Southwestern United States. He specializes in providing technical services, with an emphasis on construction cost estimating, value management, procurement, design management, bid-ability/constructability reviews, 3D Modeling and scheduling. Marc has overseen the design process; estimating, procurement, construction and closeout of 35 design-build projects. He has led the preconstruction process from concept through GMP on 76 Construction Management at Risk projects and has worked on over 400 projects as a consultant to architects, general contractors, developers, owners, subcontractors and sureties. Marc's primary goal is to make sure the program meets the budget, design intent and contractual obligations through strong leadership and planning.

## Related Project Experience

- City of Mesa Police Holding Facility Improvements, Mesa, AZ
- City of Mesa Police Department Firearms Range Improvements, Mesa, AZ
- City of Surprise Public Safety Building, Surprise, AZ
- IXP Emergency Operations Center Master Plan Study, Cottonwood, AZ
- City of Phoenix 911 Fire Dispatch Center, Phoenix, AZ
- Pima Emergency Communications and Operations Center, Tucson, AZ
- Scottsdale Stadium & Club SAR Renovations, Scottsdale, AZ
- Adaptive Recreation Building Remodel, Scottsdale, AZ
- Via Linda Senior Center Automated Controls Upgrades, Scottsdale, AZ
- Mustang Library Automated Controls Upgrades, Scottsdale, AZ
- City Hall Automated Controls Upgrades, Scottsdale, AZ

## John Echeverri, SET, CFPS | Principal

29 Years of Experience

### Education

Bachelor of Science | Arizona State University | 1984

### Registrations

- NICET Automatic Sprinkler Systems Technology Level IV Senior Engineering Technician
- City of Surprise Building and Fire Safety Appeals Board
- Arizona Fire Marshals Association Committee for Fire Sprinkler Standards
- Level III Technician in Special Hazards Systems



## Marc Taylor | President / CEO

22 Years of Experience

### Education

Southern Utah University

**MARC TAYLOR INC.**

IV. VENDOR INFORMATION FORM

By submitting a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Hunt & Caraway Architects  
VENDOR SUBMITTING SOQ

86-0774530  
FEDERAL TAX ID NUMBER

Tamara Caraway, Executive Vice President  
PRINTED NAME AND TITLE

  
AUTHORIZED SIGNATURE

1747 E Morten Ave  
ADDRESS

602-595-8200      602-595-8399  
TELEPHONE      FAX #

Phoenix      AZ      85020  
CITY      STATE      ZIP

December 16, 2015  
DATE

WEB SITE: www.huntcaraway.com

E-MAIL ADDRESS: tcaraway@huntcaraway.com

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

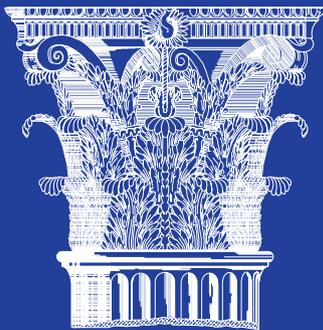
- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.



HUNT & CARAWAY  
ARCHITECTS



1747 East Morten Avenue #306  
Phoenix, Arizona 85020  
[www.huntcaraway.com](http://www.huntcaraway.com)

**Exhibit "B" – Hourly Fee Schedule  
A Supplement to AIA Document B101-2007**

**ARCHITECT'S HOURLY RATE AND MARK-UP FOR ADDITIONAL SERVICES**

<b>ARCHITECTURAL STAFF</b>	<b>HOURLY RATE</b>
Principal Architect	\$ 175
Project Manager	\$ 120
Auto CADD/Technical	\$ 95
Construction Administration	\$ 120
Clerical/Support	\$ 60
<b>MECHANICAL/PLUMBING &amp; ELECTRICAL STAFF</b>	<b>HOURLY RATE</b>
Manager	\$ 175
Engineer	\$ 160
Senior Designer	\$ 115
Drafter	\$ 85
Clerical	\$ 75
<b>FIRE PROTECTION STAFF</b>	<b>HOURLY RATE</b>
Manager	\$ 160
Engineer	\$ 145
Senior Designer	\$ 95
Drafter	\$ 80
Clerical	\$ 70
<b>STRUCTURAL STAFF</b>	<b>HOURLY RATE</b>
Manager	\$160
Engineer	\$150
Drafter	\$ 75
Clerical	\$ 40
Special Inspection	\$ 100

**Exhibit "B" – Hourly Fee Schedule  
A Supplement to AIA Document B101-2007**

**CIVIL STAFF**

**HOURLY RATE**

Manager	\$110
Engineer	\$100
Drafter	\$ 80
CAD Operator	\$ 70

**LANDSCAPING STAFF**

**HOURLY RATE**

Manager	\$150
Designer	\$100
Drafter	\$ 75
Clerical	\$ 50

**FOOD SERVICES STAFF**

**HOURLY RATE**

Manager	\$120
Designer	\$ 95
CAD Operator	\$ 80
Clerical	\$ 35

**Authorized Signature:** \_\_\_\_\_

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
HUNT & CARAWAY ARCHITECTS, LTD.

[Scope of Work]

See following pages.

## SCOPE OF WORK

### **Fire Station No. 2 Architectural Services**

1. General Scope of Work. Consultant shall provide the Services, which are further delineated as follows: (A) pre-design and architectural programming, (B) schematic design, (C) design development, (D) construction documents, (E) bid and award services and (F) construction and post-construction services (the “Services”) for the Town’s Fire Station #2, consisting of a new 5,000 s.f. fire station plus three apparatus bays totaling 3,900 s.f. with auxiliary space, (the “Project”). The Services shall also include site work, consisting of (A) shared access driveway with EPCOR, (B) parking, (C) landscaping, (D) the relocation of an existing 50 kW emergency generator, (E) coordination of communication tower with Rural Metro and (F) Fountain Hills Boulevard median improvements and preemptive warning flashers. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other Services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services. Consultant shall provide a detailed scope of work to cover all aspects and disciplines necessary for a separate contractor to construct a fully operational and functional facility. The Town’s representatives for this Project are Development Services Director Paul Mood, Fire Chief Randy Roberts and Assistant Fire Chief Dave Ott (“Town Representatives”). The Town reserves the right to adjust the Scope of Work to eliminate tasks, as necessary, to accommodate time and/or budgetary constraints.

1.1 Budget. The Consultant shall complete the schematic design, design development, and construction documents, such that construction cost of the Project designed by Consultant will not exceed the Town’s estimated construction budget of \$2,800,000 for the General Scope of Work identified in Paragraph 1 and shall not proceed from one phase to another unless the budget for the phase in is compliance with the construction budget or any approved revised construction budget. If at any time during the design of the Project it appears the cost of construction may exceed the construction budget, Consultant shall immediately notify the Town. If the proposed design would cause the construction budget to be exceeded, Consultant shall provide the Town with “value engineering” alternatives for the Project at no additional cost to the Town.

1.2 Logs. Consultant shall maintain a log of site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to the Town for inclusion in the overall Project documentation.

1.3 ADA. All designs and specifications prepared by Consultant shall comply with the Americans with Disabilities Act, as determined by permitting agencies.

2. Pre-Design and Architectural Programming Phase.

2.1 Project Initiation. Upon final execution of the Agreement with Town, the Consultant shall:

A. Task Analysis; Schedule. Meet with the Town and the Town's Representatives to prepare a detailed task analysis and work plan for documentation in a computer-generated project schedule. Town's Representatives will produce the final scheduling format based on data furnished by Consultant. This task analysis and work plan will identify specific tasks including, but not limited to, interviews, data collection, required Town filing standards, analysis, report preparation, planning, Architectural Programming Phase, Schematic Design Phase, Design Development Phase and Construction Document Phase. Also identified will be Design Phase milestone activities or dates, specific task responsibilities including presentations, estimates and required times for completion and additional definition of deliverables.

B. Review Work Plan. Review the developed work plan with the Town and the Town Representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

C. Kick-off Meeting. Participate in a general Project kick-off meeting to include the Consultant's appropriate subconsultants, Town staff and Town Representatives. The Project kick-off meeting will:

1. Introduce key team members from the Town, the Town Representatives and the Consultant to each other and define roles and responsibilities relative to the Project.

2. Identify and review pertinent information and/or documentation from the Town necessary for the completion of the Project.

3. Review and explain the overall project goals, general approach, tasks, work plan, procedures and deliverable products of the Project.

4. Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

5. Review documentation of the Project kick-off meeting prepared by Consultant and comment prior to distribution.

6. Consultant shall record and distribute Project kick-off meeting minutes to all parties in attendance.

2.2 Development of Architectural Programming; Programming Phase.

Consultant shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Consultant shall identify design issues relating to functional need, directives and constraints imposed by regulatory codes. The design of the Project shall take into consideration impacts of the Project on neighboring residential uses. The Consultant shall:

A. Critical Issues. Identify critical issues affecting: Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable Town Code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements, dry utilities and domestic and fire water service requirements and shall immediately notify the Town Representatives of any such issues. Consultant, along with its subconsultants, shall notify and coordinate all utility companies and Town departments of Project needs and schedules and coordinate utility company construction plans and conflict reviews. Utility company construction plans shall be incorporated into the construction bid documents as required.

B. Design Schedule. Develop and manage the design schedule.

C. Public Meetings. Assist the Town Representative(s) in conducting a minimum of two public/neighborhood information meetings at a location designated by the Town and provide renderings, sketches and other information to adequately communicate Project information to the public. Meeting dates and times (to be determined) shall occur at the Schematic Design Phase and the Design Development Phase for community comment and input.

D. Stakeholder Meeting. Conduct an architectural programming meeting with Town's selected project stakeholders, if any, at the discretion of the Town.

E. Estimate Construction Cost. Develop an estimate of probable construction cost for the Project based on the developed functional architectural programs as approved by Town.

1. All costs are to be based on recent bid prices for similar projects, with escalation rate and duration clearly identified as a separate line item. The rate of cost escalation and projected bid and construction dates are to be as approved by the Town Representatives.

2. Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.

3. All construction cost estimates developed as set forth above should also be summarized by the applicable Construction Specification Institute (“CSI”) category.

4. The Consultant’s proposed cost format must be submitted to the Town for review and approval.

5. Subconsultants shall participate in the design meetings as appropriate and shall provide input and feedback into the development of the cost estimate, when required.

F. Town Meetings. During the Architectural Programming Phase, it is anticipated that approximately two meetings per month will be convened between the Town, the Town Representative(s) and the Consultant at the Town’s municipal offices. Decisions made at such meetings and subsequently approved by the Town shall be binding. Consultant shall record and distribute meeting minutes to all parties in attendance.

2.3 Site Master Planning. Consultant shall prepare a Site Plan showing in detail the elements of the proposed fire station and its supporting elements of site development, including the appropriate accommodations of projected parking, resolution of access and on-site circulation and existing or proposed commitments of land to other uses.

2.4 Completion of Architectural Programming and Master Site Plan Phase.

A. Deliverables. Upon completion of the Architectural Programming and Master Site Plan Phase, the Consultant shall provide the appropriate number of copies for the following:

1. Functional and Architectural Programming Report
2. Master Site Plan
3. Estimate of probable construction cost

B. Presentations. The Consultant, along with its subconsultants and the Town Representative(s), shall present the programming conceptual design, studies, construction estimate and preliminary construction schedule to the Project team and the Town Manager and shall make any other presentations as shall be reasonably required by the Town.

1. The programming conceptual design studies shall be revised within the program parameters at no additional cost to Town until a final concept has been accepted and approved by the Town.

C. Cessation of Architectural Programming and Site Master Planning Phase. Upon completion and review of the functional and Architectural Programming and Site Master Planning Phase, no further work shall be done unless and until Town has given a written notice to proceed to the Consultant for Schematic Design.

3. Schematic Design Phase. The Consultant shall proceed with Schematic Design upon written authorization from Town. Schematic Design shall be prepared from the Programming Phase information and documents approved by Town.

3.1 Meetings. During the Schematic Design development it is anticipated that bi-weekly meetings will be held between the Town, Town Representative(s) and the Consultant to address specific design issues and to facilitate the decision making process. Such meetings shall be held at Town's municipal offices. Decisions made at such meetings and subsequently approved by Town shall be binding. Consultant shall record and distribute meeting minutes to all parties in attendance.

3.2 Deliverables. Upon completion of the Schematic Design Phase, the Consultant shall provide the appropriate number of copies for the following:

- A. Schematic Design Drawings with alternates
- B. Outline Specifications
- C. A statement indicating changes made to the program/master plan
- D. Schematic Design construction cost estimate, consisting of the following:

1. Unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work, including labor, material, waste allowance, sales tax and subcontractor's mark-up. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI category.

2. Separate estimates for the Project's building cost from site and utilities cost. Consultant shall submit to the Town and Town's Representative, if applicable, the cost-estimating format for prior review and approval.

All estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction contingency, and cost index (i.e., Lee Saylor Index).

3.3 Presentations. The Consultant along with its subconsultants, and the Town Representative(s), shall present the detailed Schematic Design, construction estimate and preliminary construction schedule to the Project team and the Town Manager and shall make any

other presentations as may be reasonably required by Town. Consultant, along with its subconsultants and Town Representatives, shall also present the detailed Schematic Design to the Town Council for comment and input.

3.4 Revisions. The Schematic Design studies shall be revised within the program parameters at no additional cost to Town until a final concept has been accepted and approved by the Town.

3.5 Permits. The Consultant shall identify, coordinate and begin preparation of all regulatory agency reports, permits and inspections that will be required for the Project.

3.6 Cessation of Schematic Design Phase. Upon completion of the Schematic Design Phase, the Town shall have the right to terminate this Agreement upon written notice of such termination to Consultant. The Town shall pay the Consultant only the fee associated with the Services provided for Schematic Design.

4. Design Development Phase. The Consultant shall proceed with the Design Development phase upon written authorization by the Town. The Design Development documents shall be prepared from the Schematic Design documents approved by the Town.

4.1 Meetings. During Design Development, it is anticipated that bi-weekly meetings will convene to address specific design issues and to facilitate the decision making process. Such meetings shall be held at Town's municipal offices. Documented decisions made at such meetings and subsequently approved by Town shall be binding. Consultant shall record and distribute meeting minutes to all parties in attendance.

4.2 Deliverables. Upon completion of the Design Development Phase, the Consultant shall provide the appropriate number of copies for the following:

- A. Design Development drawings from all disciplines
- B. Design Development specifications from all disciplines
- C. Design Development construction cost estimate, which the Consultant shall prepare by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups and general conditions shall be listed separately.

4.3 Presentation. The Consultant, along with its subconsultants and the Town Representative(s), shall present the detailed Design Development, construction estimate and preliminary construction schedule to the Project team and the Town Manager and shall make any other presentations as shall be reasonably required by Town.

4.4 Revisions. The Design Development shall be revised within the program parameters until a final concept has been accepted and approved by Town at no additional cost to Town.

4.5 Permits. The Consultant shall provide an update as to the status of all required permit application submittals and approvals.

4.6 Cessation of Design Development Phase. Upon completion of the Design Development Phase, the Town shall have the right to terminate this Agreement upon written notice of such termination to Consultant. The Town shall pay the Consultant only the fee associated with the services provided for Design Development.

5. Construction Document Phase. The Consultant shall proceed with the Construction Document Phase upon written authorization from Town. Construction documents shall be prepared from Design Development documents approved by the Town. The construction documents shall be for the purpose of the Consultant preparing the final documents for the Town's use in bidding the Project construction, after Town's approval of the construction documents.

5.1 Meetings. During the Construction Document Phase, it is anticipated that bi-weekly meetings will convene to address specific design issues and to facilitate the decision making process. Such meetings shall be held at the Town's municipal offices. Documented decisions made at such meetings and subsequently approved by Town shall be binding. Consultant shall record and distribute meeting minutes to all parties in attendance.

5.2 Deliverables. Upon completion of the Construction Document Phase, the Consultant shall provide the appropriate number of copies for the following:

- A. Complete construction drawings from all disciplines necessary to deliver the Project.
- B. Complete construction specifications from all disciplines necessary to deliver the Project.
- C. The final construction cost estimate, prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups and general conditions shall be listed separately.

5.3 Presentation. The Consultant, along with its subconsultants and the Town Representative(s), shall present the detailed construction documents, construction estimate and preliminary construction schedule to the project team and the Town Manager and shall make any other presentations as shall be reasonably required by the Town.

5.4 Revisions. The construction documents shall be revised within the program parameters at no additional cost to Town until a final concept has been accepted and approved by Town.

5.5 Permits. Upon written authorization from the Town, submit construction drawings to all required regulatory agencies for approval.

A. Corrections. Make corrections as required, to reflect regulatory agencies' back-check comments into the drawings, specifications and estimate. All such corrections will be made in a timely manner and at no cost to Town.

B. Regulatory Comments. Upon approval from all regulatory agencies, Consultant shall provide to the Town any regulatory comments creating additional costs to the Project and confirmation that the final design is within the Project construction budget.

C. List of Requirements. Consultant shall furnish a complete, itemized list of all submittal requirements.

D. List of Instructions. Consultant shall furnish a complete, itemized list of all special inspections required.

6. Bidding Phase.

6.1 Delivery of Bid Documents. Consultant shall coordinate the delivery of bid documents to reproduction facility for printing, binding, wrapping and delivery to the bidders.

6.2 Pre-Bid Conference. In conjunction with the Town, Consultant shall facilitate the Pre-Bid Conference arranged by the Town. This conference shall be a forum for the Town and Consultant to explain the Project requirements to the bidders, including information concerning schedule requirements, time and cost control requirements, access requirements, the Town's administrative requirements, technical and other information.

6.3 Inquiries. Consultant shall respond to inquiries related to the contract documents. Consultant shall tabulate and maintain a summary of the inquiries received (verbally at the Pre-Bid Conference and otherwise in writing) and the responses made.

6.4 Bid Opening. Consultant shall assist the Town in conducting the bid opening and evaluating the bids. Consultant shall make recommendations to the Town concerning the acceptance or rejection of bids.

6.5 Bid Protest. Consultant shall assist the Town in evaluating any bid protest filed.

7. Construction Phase. [*WITHOUT PM/CM*]

7.1 Program Management.

A. Pre-Construction Conference. In consultation with the Town, the Consultant shall facilitate a Pre-Construction Conference during which Consultant shall review the Project organization, communication protocols, security, responsibilities,

general Project procedures and other matters set forth in the construction contract documents. Consultant shall record and distribute meeting minutes to all parties in attendance.

B. Construction Observation. Consultant shall provide contract administration and establish and implement coordination and communication procedures among Consultant, the Town and the selected contractor(s). Consultant shall visit the Project site at least weekly to review the construction progress. Construction observation for the Project shall be performed by Consultant's personnel with sufficient expertise to determine whether the construction is proceeding in accordance with the construction contract documents.

C. Procedures for Requests for Information; Submittals. Consultant shall establish and implement procedures for expediting and processing requests for information, shop drawings, material and equipment sample submittals, contract schedule adjustments, change orders, substitutes and payment requests and the maintenance of logs for tracking all relevant information related to the above. Consultant shall maintain weekly job reports and provide to the Town on a weekly basis. If provided for in the construction phase procedures approved by the Town, Consultant shall be the party to whom requests for information, submittals, contractor schedule adjustments, substitutes, change order requests and payment applications shall be submitted.

D. Quality Review. Consultant shall establish and implement a program to monitor the quality of the construction to assist in guarding the Town against defects and deficiency in the work of the contractor. While the Consultant shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the construction contractor in the performance of its contract, nor be responsible for the failure of the construction contractor to carry out work in accordance with the contract documents, Consultant shall nevertheless advise the Town whether the construction means, methods, techniques, sequences or procedures will delay the work or cause a defect in the work. Consultant may reject work and transmit to the Town and contractor a notice of nonconforming work when it is the opinion of Consultant or the Town that the work does not conform to the requirements of the contract documents. Consultant is not authorized as a part of this service to change, revoke, alter, enlarge, relax or release any requirements of the contract documents or to approve or accept any portion of the work not performed in accordance with the contract documents. No action taken by Consultant shall relieve any or all of the contractors from their obligation to perform their work in strict conformity with the contract documents and in strict conformity with all other applicable laws, rules and regulations. Such limits of authority shall be made clear and enforced by Town in the contractor's contract documents. Communication between Consultant and contractor with regard to quality review shall not in any way be construed as binding Consultant or the Town or as releasing the contractor from the fulfillment of any of the terms of the contract documents. It is understood that Consultant's action in providing quality review as stated herein is a service to the Town and by performing as provided herein, Consultant is not acting in a

manner so as to assume responsibility or liability, in whole or in part, for all or any part of the construction work for the Project.

E. Construction Meetings. Consultant shall preside over weekly construction meetings at the Project site or Town's Municipal Center with the contractor and the Town. Consultant shall record and distribute meeting minutes to all parties in attendance.

F. Review of Submittals. Consultant shall review submittals including, but not limited to, shop drawings, samples, product information, shop and mill test results, alternate products, operation and maintenance manuals and warranties for compliance with the contract documents. Upon review, submittals shall be marked with appropriate comments by Consultant on six returned copies. Reviewed submittals shall be returned to the contractor within 21 days of the original submittal date from the contractor.

G. Response to Requests for Information. Consultant shall respond to Requests for Information. Responses shall be returned to the contractor within seven days of the original submittal date by the contractor.

H. Clarification of Plans. If any errors are discovered in the plans and specifications, Consultant shall issue supplemental drawings or details to clarify issues to the contractor. Consultant shall indicate if items are for clarification only or added scope (cost) to the contractor. Consultant shall not be compensated for such services.

I. Coordination of Inspections. Technical inspections and testing shall be coordinated by Consultant in conjunction with the Town's Chief Building Official. Consultant shall be provided a copy of all inspection and testing reports on the day of the inspection or test or within a reasonable time period. Consultant is not responsible for providing, nor does Consultant control, the actual performance of technical inspection and testing. Consultant is performing a coordination function and is not acting in a manner so as to assume responsibility or liability, in whole or in part, for any part of such inspection and testing.

J. Start-up. Consultant will be responsible for monitoring preliminary equipment start-up. Start-up will generally follow the procedure outlined in the contract documents. Consultant shall be responsible for determining existing process operational modifications to facilitate start-up of new facilities and monitor the initial process settings and initial equipment operation.

1. Consultant shall evaluate the initial process operations and contractor's preliminary equipment testing and seven-day process testing.
2. Consultant shall monitor all phases of start-up.

K. Special Inspections. Consultant shall perform all special inspections, including, but not limited to, structural and mechanical inspections.

L. Pay Applications. Consultant shall review and approve all contractor pay applications prior to submittal to the Town.

M. Review of Change Orders. Consultant shall review all requests for changes to the contract time or price submitted by a contractor, assemble information concerning the request and endeavor to determine the cause of the requests and make recommendations to the Town with respect to acceptance of the requests. Consultant will implement the Town's decisions regarding all requests for changes. All changes to the construction contract between the Town and contractor shall only be made by change orders or contract amendment executed by the Town.

N. As-built Drawings. Consultant shall review the contractors' as-built drawings throughout the construction phase to ensure that they are updated monthly and current. As-builts shall be submitted to the Consultant by the contractor for their review and certification prior to final completion.

O. Document Package. Upon receipt from the contractor, Consultant shall review for completeness contractor's as-built drawings, operation and maintenance manuals, warranties and guarantees for materials and equipment installed on the Project and shall submit one complete package of documents to the Town.

## 7.2 Time Management.

A. Initial Schedule. Upon receipt of the initial contract schedule and preliminary contract schedule, Consultant shall review such schedules and provide comments to the Town. Consultant shall also review contractor requests for time extensions and recovery schedules as required.

B. Master Schedule. Consultant shall recommend to the Town any such adjustments to the Master Schedule, and upon Town's approval, incorporate such adjustments. Consultant shall adjust and update the Master Schedule and distribute copies to the Town.

C. Construction Schedule. Consultant shall review the contractor's Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the contract documents and that it establishes completion dates that comply with the requirements of the contract documents. If changes in the Master Schedule maintained by Consultant are appropriate, Consultant shall make such modifications as approved by the Town.

D. Construction Schedule Report. Consultant shall, on a monthly basis, (1) review the progress of construction of each contractor, (2) evaluate the percentage complete of each construction activity as indicated in the contractor's

construction schedule and (3) review such percentages with the contractor. This evaluation shall serve as data for input to the periodic construction schedule report that shall be prepared and distributed to the Town. The report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the contractor. Consultant shall advise and make recommendations to the Town concerning the alternative courses of action that the Town may take in its efforts to achieve contract compliance by the contractor.

E. Change Orders; Modifications. Prior to the issuance of change orders, Consultant shall advise the Town as to the effect of the change order on the Master Schedule. Consultant shall review any recovery schedule submitted by the contractor for compliance with the contract documents. If changes in the Master Schedule maintained by Consultant are appropriate, Consultant shall make such modifications as approved by the Town.

### 7.3 Cost Management.

A. Change Order Control System. Consultant shall establish and implement a change order control system. All proposed change orders shall first be described in detail by Consultant in a request to the contractor, and shall be accompanied by technical drawings and specifications prepared by the Consultant. In response to a request by Consultant, the contractor shall submit to the Consultant for evaluation detailed information concerning the cost and time adjustments, if any, as may be necessary to perform the proposed change work order. Consultant shall discuss the proposed change order with the contractor and endeavor to determine the contractor's basis of the cost and time impacts of performing the work. Consultant shall review and provide the Town with written reports as to engineering soundness and construction practicality regarding such decisions made or actions taken by the Consultant. Consultant shall make recommendations to the Town as to engineering soundness of the proposed change and whether Consultant believes the change in the work is in the best interest of the Project, prior to the Town's execution of change orders. Consultant shall verify that change order work and adjustments of time, if any, required by approved change orders have been incorporated in to the contractor's construction schedule.

B. Determination of Price. In instances when a lump sum or unit price is not determined prior to performing work described in a request, Consultant shall request from the contractor records of the cost of payroll, materials and equipment and the amount of payments to subcontractors incurred by the contractor in performing the work.

C. Payment Applications. Consultant shall review the payment applications submitted by each contractor and determine whether the amount requested reflects the progress of the contractor's work. Consultant shall make appropriate adjustments to each payment application and shall provide and forward to the Town a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage, actual amounts owed for the current period

and an updated schedule for work completed to date. Included in this report shall be a Certificate of Payment that shall be signed by Consultant and delivered to the Town. The issuance of a Certificate of Payment by Consultant shall constitute a representation by Consultant to the Town, based on Consultant's observations and inspections at the site and on the data comprising the contractor's application for payment, that the work has progressed to the point indicated; that, to the best of Consultant's knowledge, information and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work for conformance with the contract documents upon Substantial Completion, and to the results of any subsequent tests required by or performed under the contract documents, to minor deviations from the contract documents correctable prior to completion, and to any specific qualifications stated in the application for payment); and that the contractor is entitled to payment in the amount certified. Issuance of a Certificate of Payment shall not be a representation that Consultant has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract sum.

8. Post-Construction Phase.

8.1 Project Management.

A. Start-up. Consultant will be responsible for monitoring preliminary equipment start-up. Start-up will generally follow the procedure outlined in the contract documents. Consultant shall be responsible for determining existing process operational modifications to facilitate start-up of new facilities and monitor the initial process settings and initial equipment operation.

1. Consultant shall evaluate the initial process operations and contractor's preliminary equipment testing and seven-day process testing.

2. Consultant shall monitor all phases of start-up.

B. Inspections; Punch List. Consultant shall provide final inspections and prepare final punch list to be attached to the Certificate of Substantial Completion. Consultant shall perform back checks of the punch list until all items are complete.

C. Substantial Completion. Consultant shall submit a recommendation at the appropriate time for acceptance of the Project to the Town as substantially complete.

D. Certifying As-built Drawings. Consultant shall receive as-built drawings from contractor and incorporate changes onto 4 mil mylar drawings and deliver to Town staff. Consultant shall be responsible for certifying the as-built drawings. "Certify the as-built drawings" means the as-built drawings will be signed, sealed and dated by Consultant(s) registered in the State of Arizona in his/her field of competence.

E. Document Package. Prior to the Final Completion of the Project, Consultant shall compile manufacturers' operations and maintenance manuals, warranties and guarantees as received from the contractors, and submit one complete package to Town.

F. Final Completion. Consultant shall submit a recommendation for final acceptance of the Project to Town upon confirmation that the Project is complete, including all punch list items.

G. Warranties. Consultant shall respond to warranty issues as needed for a period of one year after final acceptance of the Project. Consultant shall schedule and conduct a warranty inspection ten months after final acceptance of the Project with the Town and contractor.

8.2 Cost Management. Consultant shall continue to provide services related to change orders during the Post-Construction Phase.

8.3 Management Information Systems. At the conclusion of the Project, Consultant shall prepare final project cost and close-out reports. Consultant shall submit all Project documents electronically to the Town in one complete package.

EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
HUNT & CARAWAY ARCHITECTS, LTD.

[Schedule of Work]

See following page.

## **SCHEDULE OF WORK**

- A. Consultant shall complete all Services required under the Pre-Design and Architectural Programming Phase within 45 working days after written authorization from the Town to proceed.
- B. Consultant shall complete all Services required under the Schematic Design Phase within 45 working days after written authorization from the Town to proceed with the Schematic Design Phase.
- C. Consultant shall complete all Services required under the Design Development Phase within 45 working days after receipt of a written authorization from the Town to proceed with the Design Development Phase.
- D. Consultant shall complete all Services required under Construction Document Phase up through and including the Substantial Completion stage within 300 working days after receipt of a written authorization from the Town to proceed. Excluded from this duration is the time associated with the construction document back-check stage.
- E. Consultant shall proceed with all Services required under the Bidding Phase within 10 working days after receipt of a written authorization from the Town to proceed with the Bidding Phase.
- F. Consultant shall proceed with all Services required under the Construction Phase, upon the commencement of construction, and shall continue through completion and acceptance of the Project by Town.
- G. The durations stated above include the review periods required by the Town and all other regulatory agencies.

EXHIBIT D  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
HUNT & CARAWAY ARCHITECTS, LTD.

[Fee Proposal]

See following pages.

# Fountain Hills Fire Station #2

## Project Fee Worksheet

Description	Quantity	Unit	Unit Cost	Cost	Total Cost
<b>Design Services</b>					
<b>9-Mar-16</b>					
<b>Civil Engineer</b>					
Topo Survey	\$4,000.00	Amount	1.10	\$4,400.00	
On-Site G&D	\$14,000.00	Amount	1.10	\$15,400.00	
FHB Curb Modifications	\$5,000.00	Amount	1.10	\$5,500.00	
Drainage (100-Year Flows provided by Town)			1.10		
Erosion Control at Wash	\$3,000.00	Amount	1.10	\$3,300.00	
On-Site Drainage, Detention, Drain Pipes	\$3,000.00	Amount	1.10	\$3,300.00	
SWPPP	\$1,000.00	Amount	1.10	\$1,100.00	
Waterline Relocation MCESD Form	\$600.00	Amount	1.10	\$660.00	
Fire Hydrant On-Site w/ MCESD Form	\$1,000.00	Amount	1.10	\$1,100.00	
Meetings	\$1,300.00	Amount	1.10	\$1,430.00	
Bidding RFI	\$1,000.00	Amount	1.10	\$1,100.00	
Construction RFI	\$2,000.00	Amount	1.10	\$2,200.00	
<b>Sub-total</b>				\$39,490.00	<b>\$39,490.00</b>
<b>Landscape Architect</b>					
Plant Inventory & Salvage Phase	\$875.00	Amount	1.10	\$962.50	
Design Development Phase	\$975.00	Amount	1.10	\$1,072.50	
Contract Document Phase	\$1,575.00	Amount	1.10	\$1,732.50	
Bid and Award Phase	\$350.00	Amount	1.10	\$385.00	
Construction Administration Phase	\$550.00	Amount	1.10	\$605.00	
<b>Sub-total</b>				\$4,757.50	<b>\$4,757.50</b>
<b>Architect</b>					
Project Architect	50	Hours	\$175.00	\$8,750.00	
Project Manager	150	Hours	\$120.00	\$18,000.00	
Drafting	800	Hours	\$95.00	\$76,000.00	
Meetings (10 Meetings @ 3 hrs)	30	Hours	\$150.00	\$4,500.00	
Construction Administration	275	Hours	\$120.00	\$33,000.00	

Meetings (32 Meetings @ 2 hrs)	64	Hours	\$120.00	\$7,680.00	
Construction Observation Allowance	1	Amount	\$20,000.00	\$20,000.00	
Printing Allowance	1	Amount	\$7,500.00	\$7,500.00	
<b>Sub-total, Design</b>				\$175,430.00	<b>\$175,430.00</b>
<b>Structural Engineer</b>					
Construction Documents	\$7,000.00	Amount	1.10	\$7,700.00	
Construction Administration	\$1,000.00	Amount	1.10	\$1,100.00	
Special Inspection	\$2,450.00	Amount	1.10	\$2,695.00	
<b>Sub-total</b>				\$11,495.00	<b>\$11,495.00</b>
<b>MPE Engineer</b>					
Design	\$8,000.00	Amount	1.10	\$8,800.00	
RFI's	\$800.00	Amount	1.10	\$880.00	
As-Built Drawings	\$600.00	Amount	1.10	\$660.00	
6 Meetings	\$1,800.00	Amount	1.10	\$1,980.00	
<b>Sub-total</b>				\$12,320.00	<b>\$12,320.00</b>
<b>Fire Protection</b>					
Design	\$4,358.00	Amount	1.10	\$4,793.80	
Flow Test (2 Tests)	\$708.00	Amount	1.10	\$778.80	
CA	\$596.00	Amount	1.10	\$655.60	
As-Built Phase	\$240.00	Amount	1.10	\$264.00	
<b>Sub-total</b>				\$6,492.20	<b>\$6,492.20</b>
<b>Geotechnical Work</b>					
Report & Borings	\$2,200.00	Amount	1.10	\$2,420.00	
<b>Sub-total</b>				\$2,420.00	<b>\$2,420.00</b>
<b>Cost Estimating</b>					
SD Estimate	\$4,700.00	Amount	1.10	\$5,170.00	
DD Estimate	\$4,700.00	Amount	1.10	\$5,170.00	
CD Estimate	\$4,700.00	Amount	1.10	\$5,170.00	
<b>Sub-total</b>				\$15,510.00	<b>\$15,510.00</b>

**Total Fee for Fountain Hills****\$267,914.70**

<b>EPCOR Driveway Items</b>					
<b>9-Mar-16</b>					
<b>Civil Engineer</b>					
Topographic Survey	\$2,000.00	Amount	1.10	\$2,200.00	
Civil Design	\$7,500.00	Amount	1.10	\$8,250.00	
Relocate water line w/ MCESD Forms	\$2,500.00	Amount	1.10	\$2,750.00	
<b>Sub-total</b>				<b>\$13,200.00</b>	<b>\$13,200.00</b>
<b>Landscape Architect</b>					
Plant Inventory & Salvage Plan	\$400.00	Amount	1.10	\$440.00	
Design Development Phase	\$450.00	Amount	1.10	\$495.00	
Contract Document Phase	\$625.00	Amount	1.10	\$687.50	
Bid and Award Phase	\$150.00	Amount	1.10	\$165.00	
Construction Administration Phase	\$250.00	Amount	1.10	\$275.00	
<b>Sub-total</b>				<b>\$2,062.50</b>	<b>\$2,062.50</b>
<b>Architect</b>					
Project Manager	5	Hours	\$120.00	\$600.00	
Drafting	15	Hours	\$95.00	\$1,425.00	
Meetings (2 meetings @ 3 hrs)	6	Hours	\$150.00	\$900.00	
Construction Management	40	Hours	\$120.00	\$4,800.00	
<b>Sub-total</b>				<b>\$7,725.00</b>	<b>\$7,725.00</b>
<b>Geotechnical Work</b>					
Report & Borings	\$1,200.00	Amount	1.10	\$1,320.00	
Potholing	\$1,100.00	Amount	1.10	\$1,210.00	
<b>Sub-total</b>				<b>\$2,530.00</b>	<b>\$2,530.00</b>
<b>Structural Engineer</b>					
Retaining Wall Design	\$2,000.00	Amount	1.10	\$2,200.00	
Special Inspection	\$1,750.00	Amount	1.10	\$1,925.00	

<b>Sub-total</b>				\$4,125.00	<b>\$4,125.00</b>
<b>Cost Estimating</b>					
SD, DD, & CD Estimate	\$2,400.00	Amount	1.10	\$2,640.00	
<b>Sub-total</b>				\$2,640.00	<b>\$2,640.00</b>

<b>Total Fee for EPCOR</b>	<b>\$32,282.50</b>
<b>Total Design Fee</b>	<b>\$300,197.20</b>

Design scope of work includes the following items:

1. Fully designed fire protection system and flow tests to comply with code requirements and agency approval.
2. Public meeting to present and discuss the Fire Station design along with public input and feedback on the design.
3. Special inspections as defined by the structural engineer and governing agency to cover both roadway and building design.
4. Topographic survey to cover both roadway and building design areas.
5. Hillside civil design to cover both roadway and building design.
6. Comprehensive cost estimating at identified design phases for both the roadway and building designs.
7. Native plant survey to cover both roadway and building design.
8. Native plant inventory and salvage plan to cover both roadway and building design.
9. Separate design documents for driveway construction bidding under one bid package.
10. Weekly construction review meetings and field reports.
11. Civil design for existing water line relocations and MCESD forms.
12. Utility coordination and review of proposed design for approval and construction.
13. Verify 50 KW design capacity for relocating emergency generator.
14. Median and street improvements to Fountain Hills Blvd to support traffic flasher system.
15. Contractor provided As-Built drawings reviewed by design team.
16. Coordinate fire department communication tower and emergency operation systems.
17. FF&E to be identified in the construction documents for procurement by the General Contractor.

Design scope of work excludes the following items:

1. Review and permit fees for governing agency approval.
2. Design and construction of standard emergency traffic signal system and traffic study documentation.
3. Construction and material testing as required by governing agency.

4. FF&E procurement and payment.
5. Utility coordination and review fees for design and construction.
6. Drainage study for compliance and modification of easements or drainage washes as required by governing agency.
7. Soils testing, compaction testing, environmental studies, and contamination studies as required by governing agency.



# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 5/5/2016

**Meeting Type:** Regular Session

**Agenda Type:** Regular

**Submitting Department:** Administration

**Staff Contact Information:** Craig Rudolphy, Finance Director, 480-816-5162, crudolphy@fh.az.gov

**Strategic Planning Goal:** Not Applicable (NA)

**Operational Priority:** Not Applicable (NA)

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**REQUEST TO COUNCIL** (Agenda Language): CONSIDERATION of RESOLUTION 2016-06 adopting the maximum amount for the Town of Fountain Hills' Fiscal Year 2016/17 Tentative Budget with appropriate direction to publish said documents in accordance with state law. The Council may address any or all items contained in the budget document and initiate any changes prior to the adoption.

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**Applicant:**

**Applicant Contact Information:**

**Property Location:**

**Related Ordinance, Policy or Guiding Principle:**

**Staff Summary** (background): The proposed FY16-17 budget was presented to the Town Council and the public during the month of April as well as a Budget Open House (April 26). Total proposed expenditures for all funds are \$34.3M with estimated revenues of \$24.5; Resolution 2016-06 establishes the maximum amount of expenditures for the fiscal year. Subsequent to approval of this Resolution, changes to the budget can be made within line items but the total amount cannot exceed \$34.3M

**Risk Analysis** (options or alternatives with implications):

**Fiscal Impact** (initial and ongoing costs; budget status): \$34,298,778

**Budget Reference** (page number): pp 92-93, 115-117

**Funding Source:** NA

If Multiple Funds utilized, list here:

**Budgeted; if No, attach Budget Adjustment Form:** NA

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

**Staff Recommendation(s):** Approve

**List Attachment(s):** Resolution 2016-06

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**SUGGESTED MOTION** (for Council use): Move to approve RESOLUTION 2016-06.

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Prepared by:

NA 8/25/2015

Director's Approval:

  
Craig Rudolph, Finance Director 4/26/2016

Approved:

  
Grady E Miller, Town Manager 4/26/2016

**REVENUES**

As reported in Proposed Budget Book	\$ 24,041,171	\$ 29,986,586
adjustments made:		
transfer from General Fund to Environment Fund	-	100,000
transfer of TPT settlement to Environmental Fund	-	140,000
recalculation of Cottonwoods Maintenance District levy	222	222
additional State Shared revenue per League's April 7 letter	473,958	473,958
	<u>473,958</u>	<u>473,958</u>
Revised Revenues total	<u>\$ 24,515,351</u>	<u>\$ 30,700,766</u>

**EXPENDITURES**

As reported in Proposed Budget Book	\$ 33,849,354	\$ 39,794,769
adjustments made:		
transfer from General Fund to Environment Fund	-	100,000
transfer of TPT settlement to Environmental Fund	-	140,000
recalculation of Cottonwoods Maintenance District levy	215	215
1 % increase in general wage increase (2.5% to 3.5%)	32,652	32,652
increase in HURF for additional HURF and VLT money	56,776	56,776
increase in Contingency from State Shared revenues	389,781	389,781
reduction of one vehicle in the vehicle replacement fund	(30,000)	(30,000)
	<u>(30,000)</u>	<u>(30,000)</u>
Revised Expenditures total	<u>\$ 34,298,778</u>	<u>\$ 40,484,193</u>

# TOWN OF FOUNTAIN HILLS TENTATIVE BUDGET FY 2016-17



Grady Miller, Town Manager  
Craig Rudolphy, Finance Director  
May 5, 2016

# **FY2016-17 TENTATIVE BUDGET**

**\$40,484,193**

(including transfers)

# Previous Fiscal Year Budgets

- **FY12**            **\$38.3M**
- **FY13**            **\$31.5M**
- **FY14**            **\$41.7M**
- **FY 15**           **\$44.8M**
- **FY16**            **\$38.0M**
- **FY17**            **\$40.5M**

# FY16-17 BUDGET BY CORE SERVICES

## FROM ALL FUNDS (INCLUDES TRANSFERS)

• Public Safety	\$ 7,638,828
• General Government	3,559,041
• Administration	2,798,079
• Excise Tax-Downtown/ED/Tourism	1,548,286
• Public Works	830,201
• Development Services	927,139
• Community Services	2,181,309
• Debt Service	2,922,266
• Special Revenue Funds	5,882,662
• Capital	<u>12,196,382</u>
<b>Total</b>	<b>\$40,484,193</b>

# BUDGET ASSUMPTIONS

- Revenue projections determined using trend analyses and flat percentage increases as well as estimates of building activity; they are our best guesses for future revenues
- Modest increase in State Shared revenues for FY 2016-17
- Building permit activity projected to include permits for Adero Canyon, Firerock and Summit at Crestview
- Additional priority staffing levels were considered based on necessity
- A cost of living adjustment of 3.5% will go into effect July 1, 2016 for all full-time and part-time employees

# BUDGET ASSUMPTIONS - CONTINUED

- No inflation factor for FY17, 2.5% for FY18 and 3.5% for FY19, FY20 & FY21
- Annual General Fund payment for Community Center is required beginning in FY16-17
- Adherence to the State-imposed Expenditure Limitation Law may limit the Town's ability to budget proposed capital projects
- Maintaining existing levels of service although challenging (no new programs)
- Public safety contracts increase 3.0% - 10.0% through FY21
  - MCSO has a **7.0%** increase.
  - Rural/Metro Fire has a **3.0%** increase

# BUDGET ASSUMPTIONS - CONTINUED

- TPT Construction Sales Tax Revenue included in Projections (impact of legislation is unknown at this time)
- The projections do not presume development of the former State Trust land within the next five years

# FY16-17 BUDGET ASSUMPTIONS

	<b>FY16-17</b>	<b>FY17-18</b>	<b>FY18-19</b>	<b>FY19-20</b>	<b>FY20-21</b>
New staff	<b>1.63</b>	0	0	0	0
MCSO Increase	<b>7.0%</b>	10%	10%	10%	10%
Rural Metro Increase	<b>3.0%</b>	3.5%	3.5%	3.5%	3.5%
Inflation	<b>0%</b>	2.5%	3.5%	3.5%	3.5%
Building Permits	<b>96</b>	97	76	64	56
Election Costs	<b>\$25,236</b>	\$0	\$26,500	\$0	\$28,000
Community Center debt payment subsidy	<b>\$249,055</b>	\$377,586	\$381,754	\$305,760	\$0

# 2016-17 MAJOR CAPITAL PROJECTS

- Ashbrook Wash Project (\$700,000 CIP)
- Drainage – Miscellaneous (\$50,000 CIP)
- Downtown Master Plan (\$400,000 Downtown Strategy)
- Downtown Lighting Improvements (\$200,000 Downtown Strategy)
- Fire Station #2 Relocation Project (\$3,394,694 CIP, \$255,306 Development Fees, \$150,000 Other Sources)
- Purchase and Install Chiller (\$300,000 CIP)
- Fountain Lake Water Quality Project (\$205,000 CIP)
- Adero Canyon Trailhead (\$468,434 CIP, 1,816,566 Development Fees)

# 2016-17 MAJOR CAPITAL PROJECTS- CONTINUED

- Fountain Park Access Improvements (\$375,000 Downtown Strategy)
- Four Peaks Park - Phase I (bus barn demolition) (\$75,000 CIP)
- Unpaved Alley Paving Projects (\$255,000 CIP)
- Fountain Hills Blvd. Shoulder Paving (\$245,000 CIP, \$255,000 Grant)
- McDowell Mountain Road Repairs (\$75,000 CIP)
- Contingency (\$92,200 CIP)

**Total \$9,312,200**

# OUTSTANDING BONDS at 7/1/17



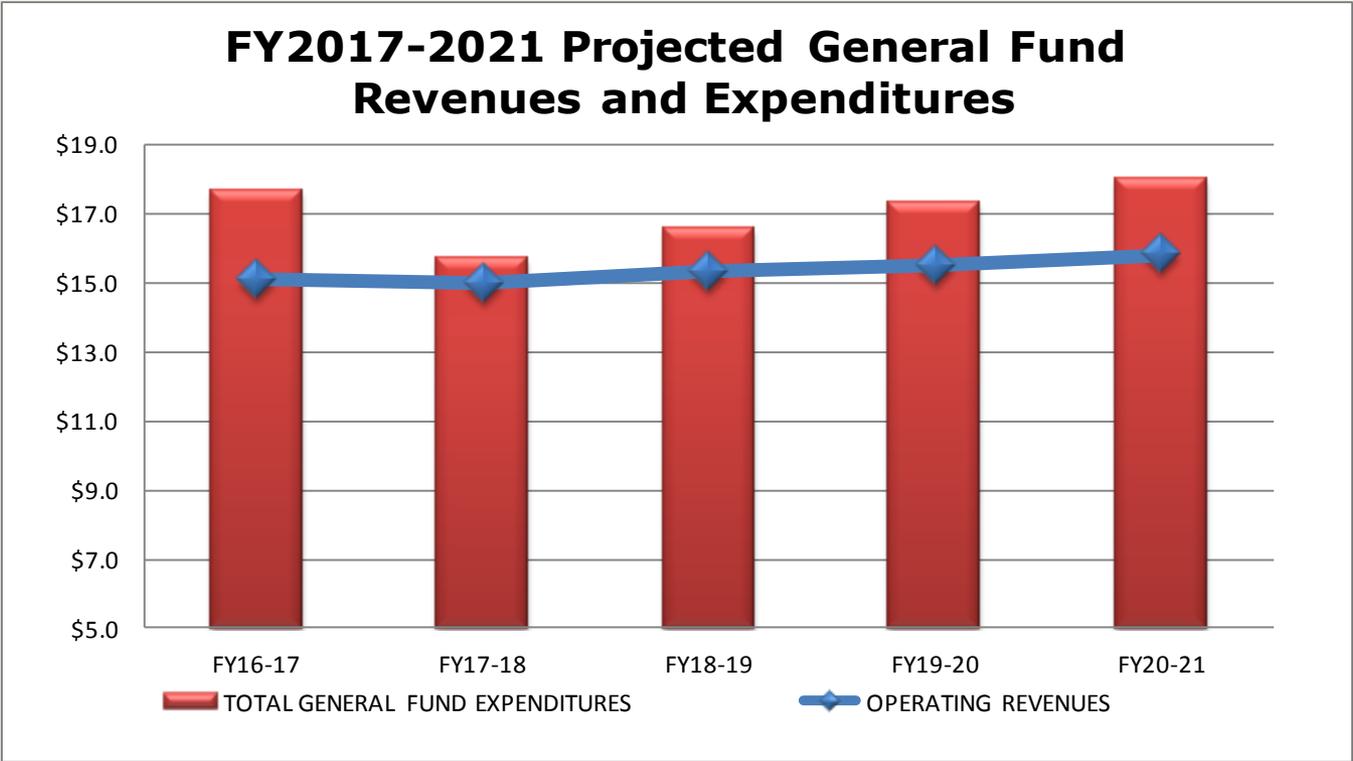
Bond Type	Purpose of Issue	Date of Bond Issue	Interest Rate	Date of Maturity	Original Principal Amount	Principal Amount Retired	Outstanding Principal
GO	Refunding	6/1/2005	4.00	7/1/2019	\$ 7,225,000	\$ 6,025,000	\$ 1,200,000
GO	Road Construction	12/18/2014	2.00-3.00	7/1/2020	7,565,000	1,360,000	6,205,000
	Total GO				<u>14,790,000</u>	<u>7,385,000</u>	<u>7,405,000</u>
Rev	Refunding	6/4/2015	1.62	7/1/2020	1,880,000	480,000	1,400,000
	Total Rev				<u>1,880,000</u>	<u>480,000</u>	<u>1,400,000</u>
GO	Eagle Mtn	6/4/2015	1.76	7/1/2021	2,300,000	365,000	1,935,000
	Total GO - Eagle Mtn				<u>2,300,000</u>	<u>365,000</u>	<u>1,935,000</u>
	Grand Total				<u>\$ 18,970,000</u>	<u>\$ 8,230,000</u>	<u>\$ 10,740,000</u>

GO General Obligation Bonds  
 Rev Revenue Bonds

Revenue Bonds include Community Center  
General Obligation Bonds include Library/Museum, Preserve and Saguaro Blvd.

# GENERAL FUND PROJECTIONS

(includes transfers)



# OPERATIONAL PRIORITIES ADDRESSED IN BUDGET

- Stabilize Town Finances
- Pavement Management Program
- Continue to Implement the Town's Economic Development Plan
- Develop methods to Improve the Water Quality of Fountain Lake
- Plan and Build Fire Station No. 2
- Create a Facilities Reserve Fund
- Work with the State Land Department on Future Development of State Lands
- Conduct Traffic Studies to focus on pedestrian and vehicular safety at key locations

# STRATEGIC PLAN GOALS ADDRESSED IN BUDGET

- C3 – Genuinely solicit and consider public and stakeholder feedback as part of the decision-making process
- CR4 – Implement a comprehensive communications plan to encourage informed citizen participation in civic life
- CR6 – Evaluate customer satisfaction with Town services on a regular basis and implement appropriate service improvements
- CR7 – Communicate the role of local government and clearly define the trade-offs between service levels and amenities and the associated costs so residents can make informed choices
- EV1 – Develop a comprehensive economic development strategy for the Town’s future and work with our partners to forward economic growth and awareness

# STRATEGIC PLAN GOALS

## ADDRESSED IN BUDGET - CONTINUED

- EV3 – Promote a mixed use core where residents can live, work, learn and play in an urban village setting, as depicted in the Downtown Area Specific Plan (Downtown Vision Master Plan)
- EV4 – Promote retention, expansion and relocation of quality businesses
- I2 – Lower reliance on State revenues by developing a locally controlled, reliable funding source for infrastructure maintenance
- I3 – Maintain a current condition assessment of all roadways and sidewalks and prioritize and implement maintenance efforts to minimize costly reconstruction

# 2016-17 BUDGET HIGHLIGHTS

## Departmental Funding Requests:

There were \$1,480,702 in Core Services Supplemental Budget requests submitted with \$551,424 recommended as follows:

### General Fund

- Administration - \$77,436
- General Government - \$150,368
- Municipal Court - \$1,000
- Public Works - \$64,425
- Development Services - \$87,500
- Community Services - \$23,500
- Fire & Emergency Medical - \$47,500

### Other Funds

- HURF - \$64,425
- Downtown Strategy - \$5,770
- Public Art Fund - \$7,000
- Court Enhancement Fund - \$22,500

# FY16-17 BUDGET SUMMARY

## (INCLUDES TRANSFERS)

Fund	Revenues	Expenditures	Source (Use) of Reserves
Operating Funds	\$15.5M	\$17.9M	(\$2.4M)
HURF	\$3.5M	\$3.6M	(\$0.1M)
Excise Tax	\$0.6M	\$1.6M	(\$1.0M)
Special Revenues	\$2.5M	\$2.3M	\$0.2M
Debt Service	\$2.5M	\$2.9M	(\$0.4M)
Capital Projects	\$6.1M	\$12.2M	(\$6.1M)
<b>TOTALS</b>	<b>\$30.7M</b>	<b>\$40.5M</b>	<b>(\$9.8M)</b>

# SUMMARY OF CHANGES

## 2016-17 BUDGET (INCLUDES TRANSFERS)

Expenditure Details	2015/16	2016/17	% Change
SERVICE	\$ million	\$ million	%
Wages & Benefits	\$3.8M	\$4.0M	3.8%
Maintenance/Utilities	\$3.5M	\$4.0M	13.6%
Contractual Services	\$9.5M	\$9.9M	4.0%
Supplies & Services	\$.8M	\$.9M	12.7%
Capital Expense from all Funds	\$14.1M	\$9.7M	(31.0)%
Debt Service	\$3.0M	\$2.9M	(3.5%)
Internal Service/ Transfers/Contingency	\$3.2M	\$9.1M	184.4%
<b>TOTAL</b>	<b>\$37.9M</b>	<b>\$40.5M</b>	<b>6.7%</b>

# GENERAL FUND (EXCLUDES TRANSFERS)

## OPERATING BUDGETS

Expenditure Details	2015/16	2016/17	Change	Change
SERVICE	\$ Budget Revised)	\$ Budget	\$ Change	%
Council	\$80,084	\$72,545	(\$7,539)	(9.4%)
General Government	-	\$980,986	\$980,986	-
Administration, Finance, HR, IT, Legal	\$2,124,315	\$2,092,500	(\$31,815)	(1.5%)
Court Services	\$277,107	\$321,254	\$44,147	15.9%
Public Works, Facilities	\$1,079,660	\$1,059,334	(\$20,326)	(1.9%)
Development Services, Planning, Engineering	\$576,669	\$698,006	\$121,337	21.0%
Community Services, Recreation and Culture, Parks, Community Center, Seniors	\$2,267,075	\$2,178,838	(\$88,236)	(3.9%)
Fire, Emergency Medical Services	\$3,501,797	\$3,708,718	\$206,921	5.9%
Law Enforcement	\$3,683,970	\$3,930,111	\$246,141	6.7%
<b>TOTAL OPERATING BUDGET</b>	<b>\$13,590,677</b>	<b>\$15,042,292</b>	<b>\$1,451,615</b>	<b>10.7%</b>

# **GENERAL FUND (EXCLUDES TRANSFERS)**

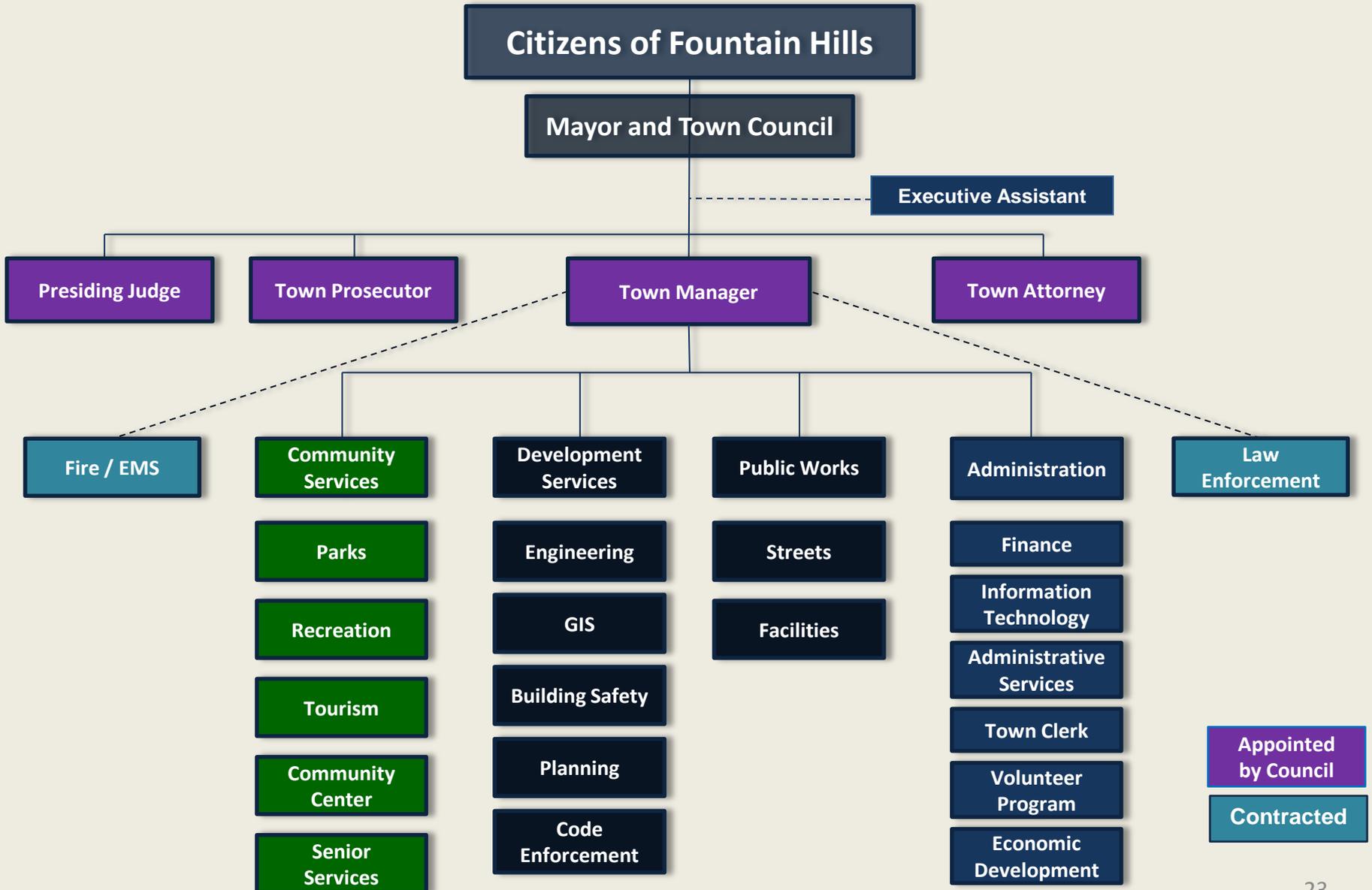
## **OPERATING BUDGETS - CHANGES**

Supplemental Budget Requests	\$	551,424
Contingency increase		316,345
Rural Metro increase		206,921
MCSO increase		246,141
Other changes		<u>130,784</u>
Changes FY15-16 to FY16-17		\$1,451,615

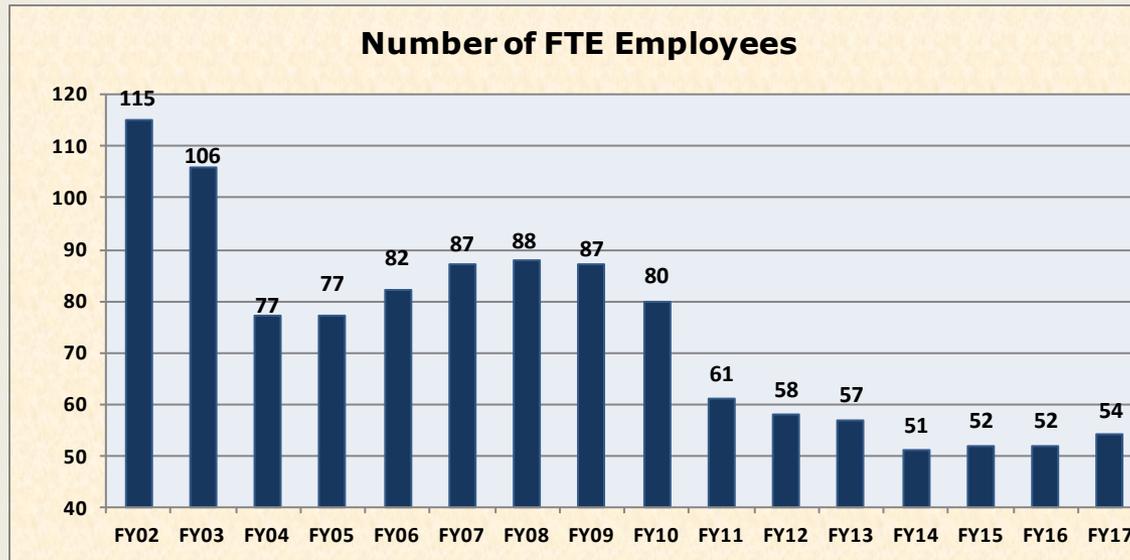
# RESERVE FUNDS (FUND BALANCES)

Fund	6/30/2017 Estimated Year End Balance
General Fund (includes Rainy Day Fund)	\$ 7,660,865
Highway User Revenue Fund	1,447,285
Downtown Strategy Fund	(31,416)
Economic Development/Tourism Funds	194,573
Special Revenue Funds	724,435
Debt Service Funds	604,672
Capital Projects Fund	<u>1,819,006</u>
<b>TOTAL</b>	<b>\$12,419,420</b>

# TOWN OF FOUNTAIN HILLS ORGANIZATION



# PERSONNEL



*Increase results from adding full time Public Works Director and part-time Accounting Clerk.*

# PERSONNEL

- Personnel requests from Development Services, Public Works, Finance and Community Services
- 1.63 new staff positions recommended
- **43 Full Time Employees/ 23 Part Time Employees...53.95 Total Full Time Equivalent Employees**
- **3.5% Increase** recommendation for all employees in the amount of **\$105,440** included
- AZ Metropolitan Trust will save Town \$100,000 annually in medical, dental, vision, and other employee benefit costs
- Total Personnel Cost **\$3,963,695**. Increase of **3.8%**

# PERSONNEL & BENEFITS

**\$3,931,043**  **2.9%**

WAGES and BENEFITS BY FUND	FY15-16 REVISED BUDGET	FY16-17 PROPOSED BUDGET	INCREASE/ (DECREASE) PRIOR YEAR
General Fund	\$3,241,546	\$3,366,038	3.8%
HURF	385,126	405,235	5.2%
Economic Development	103,727	104,020	(0.3%)
Tourism Fund	65,491	65,431	(1.0%)
Environmental Fund	23,126	22,971	(0.7%)
<b>TOTAL</b>	<b>\$3,819,016</b>	<b>\$3,963,695</b>	<b>3.8%</b>

A 3.5% salary adjustment for employees is recommended at a total cost of \$105,440

**Full Time Equivalent (FTE) Employees:**

FY14	FY15	FY16	FY17
50.99	52.32	52.32	53.95

# **FY 2016-17 ANNUAL BUDGET**

## **FY 16-17 TENTATIVE BUDGET**

**\$40,484,193**

(includes transfers)

# FY 2016-17 BUDGET ADOPTION STEPS

## Approval of Two (2) Budget Resolutions:

- **1<sup>st</sup> Resolution** Adopts the Proposed Budget on May 5, 2016
  - Includes adoption of the Fee Schedule as proposed
- **2<sup>nd</sup> Resolution** Adopts Final Budget on June 2, 2016 and clarifies the parameters of administering the 2016/17 Budget
  - Assists Staff with policy direction as to administering policies and procedures governing planned budgeted expenditures
  - Assists the Mayor & Town Council and Citizens with a clear understanding of parameters of the various departmental and program expenditures for the Final Adopted Budget
  - Approves the Organizational Charts, FTE Schedule, Job Descriptions and Pay Plans for FY 2016-17
  - Asphalt Replacement Policy added to the Pavement Management Program

**RESOLUTION 2016-06**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, SETTING FORTH THE TENTATIVE BUDGET AND ESTABLISHING THE MAXIMUM BUDGET AMOUNT FOR THE TOWN OF FOUNTAIN HILLS FOR FISCAL YEAR 2016-2017.

**WHEREAS**, pursuant to the provisions of the laws of the State of Arizona, the Mayor and Council of the Town of Fountain Hills (the "Town Council") is required to adopt a budget; and

**WHEREAS**, in accordance with ARIZ. REV. STAT. § 42-17102, the Town Manager has prepared and filed with the Town Council the Town Manager's Budget estimates for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

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

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

SECTION 2. The statements and schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the Town's official tentative budget for the fiscal year beginning July 1, 2016 and ending June 30, 2017, including the establishment of the maximum budget amount for such fiscal year in the amount of \$34,298,778.

SECTION 3. Upon approval of the Town Council, the Town Manager or designee shall publish in the official Town newspaper once a week for two consecutive weeks (i) the official tentative budget and (ii) a notice, in the form attached as Exhibit B and incorporated herein by reference, of the public hearing of the Town Council to hear taxpayers and make tax levies at designated times and places. The notice shall include the physical addresses of the Fountain Hills Town Hall, the Fountain Hills branch of the Maricopa County Library and the Town website where the tentative budget may be found.

SECTION 4. The Town Manager or designee shall, no later than seven business days after the date of this Resolution, (i) make available at the Fountain Hills Town Hall and the Fountain Hills branch of the Maricopa County Library a complete copy of the tentative budget, and (ii) post the tentative budget in a prominent location on the Town's website.

SECTION 5. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED BY** the Mayor and Council of the Town of Fountain Hills,  
May 5, 2016.

**FOR THE TOWN OF FOUNTAIN HILLS:**

**ATTESTED TO:**

\_\_\_\_\_  
Linda M. Kavanagh, Mayor

\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

**REVIEWED BY:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Grady E. Miller, Town Manager

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney

EXHIBIT A  
TO  
RESOLUTION 2016-06

[Tentative Budget]

See following pages.

**OFFICIAL BUDGET FORMS**  
**TOWN OF FOUNTAIN HILLS**  
**Fiscal Year 2017**

**TOWN OF FOUNTAIN HILLS**

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**TOWN OF FOUNTAIN HILLS**  
**Summary Schedule of Estimated Revenues and Expenditures/Expenses**  
**Fiscal Year 2017**

Fiscal Year	S c h	FUNDS								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds	
2016	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	13,590,676	5,595,328	3,027,313	14,393,420	0	0	99,555	36,706,292
2016	Actual Expenditures/Expenses**	E	13,590,676	5,595,328	3,027,313	14,393,420	0	0	99,555	36,706,292
2017	Fund Balance/Net Position at July 1***		8,465,695	2,927,514	536,444	13,021,423			457,309	25,408,385
2017	Primary Property Tax Levy	B	0							0
2017	Secondary Property Tax Levy	B			1,894,584					1,894,584
2017	Estimated Revenues Other than Property Taxes	C	15,042,292	5,826,635	379,052	1,030,858	0	0	341,930	22,620,767
2017	Other Financing Sources	D	0	0	0	0	0	0	0	0
2017	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2017	Interfund Transfers In	D	78,828	810,570	249,055	5,046,962	0	0	0	6,185,415
2017	Interfund Transfers (Out)	D	2,580,525	1,153,928	0	2,450,962	0	0	0	6,185,415
2017	Reduction for Amounts Not Available:									
LESS:	Amounts for Future Debt Retirement									0
	Rainy Day Fund		2,624,843							2,624,843
										0
										0
2017	Total Financial Resources Available		18,381,448	8,410,791	3,059,135	16,648,281	0	0	799,239	47,298,894
2017	Budgeted Expenditures/Expenses	E	15,042,292	6,316,020	2,922,266	9,745,420	0	0	272,780	34,298,778

**EXPENDITURE LIMITATION COMPARISON**

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

	2016	2017
1.	\$ 36,706,292	\$ 34,298,778
2.	(936,634)	(806,966)
3.	35,769,658	33,491,812
4.	13,488,723	6,987,258
5.	\$ 22,280,935	\$ 26,504,554
6.	\$ 26,804,069	\$ 27,473,653

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

\* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

\*\* Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

**TOWN OF FOUNTAIN HILLS**  
**Tax Levy and Tax Rate Information**  
**Fiscal Year 2017**

	<b>2016</b>	<b>2017</b>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ _____	\$ _____
2. Amount received from primary property taxation in the <b>current year</b> in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ _____	\$ _____
B. Secondary property taxes	2,109,477	1,894,584
C. Total property tax levy amounts	\$ <u>2,109,477</u>	\$ <u>1,894,584</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ _____	
(2) Prior years' levies	\$ _____	
(3) Total primary property taxes	\$ _____	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ 2,109,477	
(2) Prior years' levies	\$ _____	
(3) Total secondary property taxes	\$ 2,109,477	
C. Total property taxes collected	\$ <u>2,109,477</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	_____	_____
(2) Secondary property tax rate	0.5246	0.4472
(3) Total city/town tax rate	<u>0.5246</u>	<u>0.4472</u>
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>two (2)</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**TOWN OF FOUNTAIN HILLS**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2017**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED REVENUES 2016</b>	<b>ACTUAL REVENUES* 2016</b>	<b>ESTIMATED REVENUES 2017</b>
<b>GENERAL FUND</b>			
<b>Local taxes</b>			
Local Sales Tax	\$ 7,317,367	\$ 7,317,367	\$ 7,551,057
Franchise Tax	324,310	324,310	332,418
<b>Licenses and permits</b>			
Animal License Fees	41,832	41,832	40,320
Business License Fees	109,575	109,575	103,500
Liquor License Fees	1,500	1,500	1,500
Building Permit Fees	257,755	257,755	556,512
Sign Permits	3,350	3,350	6,200
Landscape Permit Fees	2,100	2,100	25,200
Subdivision Fees	21,000	21,000	44,500
Special Event Permits	2,500	2,500	2,500
Engineering Fees	2,500	2,500	3,500
Planning & Zoning Fees	10,000	10,000	16,059
Plan Review Fees	193,316	193,316	430,884
<b>Intergovernmental</b>			
State Sales Tax	2,148,444	2,148,444	2,250,724
Fire Insurance Premium Tax	36,050	36,050	37,132
Shared Income Tax	2,707,673	2,707,673	2,925,453
<b>Charges for services</b>			
Parks & Rec User Fees	135,200	135,200	139,050
Encroachment Fees	20,000	20,000	35,000
Variances	4,000	4,000	9,000
Inspection Fees	17,000	17,000	17,000
Leases & Rents	280,831	279,561	254,691
<b>Fines and forfeits</b>			
Court Fines	147,011	147,011	195,685
<b>Interest on investments</b>			
Interest on Investments	50,000	50,000	30,000
<b>In-lieu property taxes</b>			
<b>Contributions</b>			
Voluntary contributions			
<b>Miscellaneous</b>			
Miscellaneous	68,152	70,922	34,407
<b>Total General Fund</b>	<b>\$ 13,901,466</b>	<b>\$ 13,902,966</b>	<b>\$ 15,042,292</b>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was

**TOWN OF FOUNTAIN HILLS**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2017**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED REVENUES 2016</b>	<b>ACTUAL REVENUES* 2016</b>	<b>ESTIMATED REVENUES 2017</b>
<b>SPECIAL REVENUE FUNDS</b>			
<b>Highway User Revenue Fund</b>			
Highway User Tax	\$ 1,403,324	\$ 1,403,324	\$ 1,444,905
Vehicle License Tax	888,838	888,838	929,081
Local Sales Tax			692,778
In-Lieu Fees	12,000	12,000	262,000
Interest	300	300	300
Miscellaneous	6,000	6,000	25,000
	<u>\$ 2,310,462</u>	<u>\$ 2,310,462</u>	<u>\$ 3,354,064</u>
<b>Downtown Strategy Fund</b>			
Sales-Excise Tax	\$ 66,517	\$ 66,517	\$ 69,278
Interest	6,000	6,000	3,036
	<u>\$ 72,517</u>	<u>\$ 72,517</u>	<u>\$ 72,314</u>
<b>Economic Development Fund</b>			
Sales-Excise Tax	\$ 266,066	\$ 266,066	\$ 277,111
Interest			96
	<u>\$ 266,066</u>	<u>\$ 266,066</u>	<u>\$ 277,207</u>
<b>Grants</b>			
Miscellaneous	\$ 1,655,000	\$ 1,621,841	\$ 1,476,000
	<u>\$ 1,655,000</u>	<u>\$ 1,621,841</u>	<u>\$ 1,476,000</u>
<b>Public Art</b>			
Public Art	\$ 15,000	\$ 15,000	\$ 15,000
Interest			12
	<u>\$ 15,000</u>	<u>\$ 15,000</u>	<u>\$ 15,012</u>
<b>Court Enhancement Fund</b>			
Court Enhancement/JCEF Revenue	\$ 16,350	\$ 16,350	\$ 16,350
Interest	100	100	100
	<u>\$ 16,450</u>	<u>\$ 16,450</u>	<u>\$ 16,450</u>
<b>Cottonwoods Maintenance District</b>			
Cottonwoods Maintenance District	\$ 5,366	\$ 5,366	\$ 5,588
	<u>\$ 5,366</u>	<u>\$ 5,366</u>	<u>\$ 5,588</u>
<b>Tourism Fund</b>			
Grants	\$ 20,000	\$ 51,659	\$ 70,000
	<u>\$ 20,000</u>	<u>\$ 51,659</u>	<u>\$ 70,000</u>
<b>Environmental Fund</b>			
Environmental Fee	\$ 540,000	\$ 540,000	\$ 540,000
	<u>\$ 540,000</u>	<u>\$ 540,000</u>	<u>\$ 540,000</u>
<b>Total Special Revenue Funds</b>	<u>\$ 4,900,861</u>	<u>\$ 4,899,361</u>	<u>\$ 5,826,635</u>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was

**TOWN OF FOUNTAIN HILLS**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2017**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED REVENUES 2016</b>	<b>ACTUAL REVENUES* 2016</b>	<b>ESTIMATED REVENUES 2017</b>
<b>DEBT SERVICE FUNDS</b>			
<b>General Obligation Debt Service</b>			
Interest Income	210	210	210
	\$ 210	\$ 210	\$ 210
<b>Eagle Mountain CFD</b>	\$ 416,695	\$ 416,695	\$ 378,542
<b>Municipal Property Corp</b>	665,265	665,265	300
	\$ 1,081,960	\$ 1,081,960	\$ 378,842
<b>Total Debt Service Funds</b>	\$ 1,082,170	\$ 1,082,170	\$ 379,052
<b>CAPITAL PROJECTS FUNDS</b>			
Sales Tax-Local	\$ 332,035	\$ 332,035	\$ 433,023
Grants	1,790,000	1,790,000	255,000
Interest	12,000	12,000	6,000
Miscellaneous	154,082	154,082	150,000
	\$ 2,288,117	\$ 2,288,117	\$ 844,023
Law Enforcement Development Fees	\$	\$	\$
Fire/Emergency Development Fees	26,580	26,580	58,421
Parks & Recreation Development Fees	78,060	78,060	122,414
Open Space Development Fees-Interest Only	6,000	6,000	6,000
	\$ 110,640	\$ 110,640	\$ 186,835
<b>Total Capital Projects Funds</b>	\$ 2,398,757	\$ 2,398,757	\$ 1,030,858
<b>PERMANENT FUNDS</b>			
	\$	\$	\$
	\$	\$	\$
<b>Total Permanent Funds</b>	\$	\$	\$
<b>ENTERPRISE FUNDS</b>			
	\$	\$	\$
<b>Total Enterprise Funds</b>	\$	\$	\$
<b>INTERNAL SERVICE FUNDS</b>			
Internal Service Fund	\$ 68,555	\$ 68,555	\$ 73,840
Vehicle Replacement Fund	206,462	206,462	268,090
	\$ 275,017	\$ 275,017	\$ 341,930
<b>Total Internal Service Funds</b>	\$ 275,017	\$ 275,017	\$ 341,930
<b>TOTAL ALL FUNDS</b>	\$ 22,558,271	\$ 22,558,271	\$ 22,620,767

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was

**TOWN OF FOUNTAIN HILLS**  
**Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2017**

FUND	OTHER FINANCING 2017		INTERFUND TRANSFERS 2017	
	SOURCES	<USES>	IN	<OUT>
<b>GENERAL FUND</b>				
Economic Development Fund	\$	\$	\$ 39,828	\$ 50,000
Facilities Replacement Fund				1,000,000
Public Art Fund			39,000	39,000
Tourism Fund				470
HURF Fund				2,000
MPC Debt Service Fund				249,055
Environmental Fund				240,000
Capital Projects Fund				1,000,000
<b>Total General Fund</b>	\$	\$	\$ 78,828	\$ 2,580,525
<b>SPECIAL REVENUE FUNDS</b>				
Economic Development Fund	\$	\$	\$ 50,000	\$ 178,928
Tourism Fund			139,570	
HURF-General Fund			2,000	
HURF-Capital Projects Fund			200,000	
Special Revenue Fund-G5203			179,000	
Environmental Fund			240,000	
Downtown Stratify Fund				975,000
<b>Total Special Revenue Funds</b>	\$	\$	\$ 810,570	\$ 1,153,928
<b>DEBT SERVICE FUNDS</b>				
Annual Debt Pmt for Community Center	\$	\$	\$ 249,055	\$
<b>Total Debt Service Funds</b>	\$	\$	\$ 249,055	\$
<b>CAPITAL PROJECTS FUNDS</b>				
Facilities Replacement Fund	\$	\$	\$ 1,000,000	\$
HURF Fund				200,000
Grant G5203				179,000
Capital Projects Fund			1,000,000	
Law Enforcement Dev Fee				203,484
Fire/Emergency Dev Fee				51,822
Park/Rec Dev Fee				144,987
Open Space Dev Fee				1,671,669
Development Fees-Project F4005			255,306	
Development Fees-Project P3025			1,816,656	
Project P3026			375,000	
Project E8502			200,000	
Project E8505			400,000	
<b>Total Capital Projects Funds</b>	\$	\$	\$ 5,046,962	\$ 2,450,962
<b>PERMANENT FUNDS</b>				
<b>Total Permanent Funds</b>	\$	\$	\$	\$
<b>ENTERPRISE FUNDS</b>				
<b>Total Enterprise Funds</b>	\$	\$	\$	\$
<b>INTERNAL SERVICE FUNDS</b>				
<b>Total Internal Service Funds</b>	\$	\$	\$	\$

**TOWN OF FOUNTAIN HILLS**  
**Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2017**

FUND	OTHER FINANCING 2017		INTERFUND TRANSFERS 2017	
	SOURCES	<USES>	IN	<OUT>
TOTAL ALL FUNDS	\$ _____	\$ _____	\$ 6,185,415	\$ 6,185,415

**TOWN OF FOUNTAIN HILLS  
Expenditures/Expenses by Fund  
Fiscal Year 2017**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
<b>GENERAL FUND</b>				
Mayor & Town Council	\$ 80,084	\$	\$ 80,084	\$ 72,545
Municipal Court	277,107		277,107	321,254
Administration	2,166,210	(41,895)	2,124,315	2,092,500
General Government				980,986
Public Works	881,705	(8,200)	873,505	830,201
Development Services	742,824	40,000	782,824	927,139
Community Services	2,260,574	6,500	2,267,074	2,178,839
Law Enforcement	3,683,970		3,683,970	3,930,111
Fire & Emergency Medical	3,501,797		3,501,797	3,708,717
<b>Total General Fund</b>	<b>\$ 13,594,271</b>	<b>\$ (3,595)</b>	<b>\$ 13,590,676</b>	<b>\$ 15,042,292</b>
<b>SPECIAL REVENUE FUNDS</b>				
Highway User Revenue Fund	\$ 2,798,026	\$ 5,095	\$ 2,803,121	\$ 3,594,696
Downtown Strategy Fund	80,886		80,886	46,655
Economic Development Fund	182,001		182,001	139,483
Tourism Fund	136,921	51,659	188,580	208,220
Public Art Fund	15,000		15,000	39,000
Court Enhancement Fund	80,615		80,615	88,115
Special Revenue Fund	1,655,000	(53,159)	1,601,841	1,655,000
Cottonwoods Maint District	4,043		4,043	4,265
Environmental Fund	639,241		639,241	540,586
<b>Total Special Revenue Funds</b>	<b>\$ 5,591,733</b>	<b>\$ 3,595</b>	<b>\$ 5,595,328</b>	<b>\$ 6,316,020</b>
<b>DEBT SERVICE FUNDS</b>				
General Obligation Bonds	\$ 2,094,722	\$	\$ 2,094,722	\$ 2,119,350
Eagle Mountain CFD	411,851		411,851	409,226
Municipal Property Corp	520,740		520,740	393,690
<b>Total Debt Service Funds</b>	<b>\$ 3,027,313</b>	<b>\$</b>	<b>\$ 3,027,313</b>	<b>\$ 2,922,266</b>
<b>CAPITAL PROJECTS FUNDS</b>				
Capital Projects	\$ 14,262,885	\$	\$ 14,262,885	\$ 9,313,885
Law Enforcement Dev Fee				
Fire/Emergency Dev Fee				
Park/Rec Dev Fee				
Open Space Dev Fee	535		535	535
Facilities Replacement Fund	130,000		130,000	431,000
<b>Total Capital Projects Funds</b>	<b>\$ 14,393,420</b>	<b>\$</b>	<b>\$ 14,393,420</b>	<b>\$ 9,745,420</b>
<b>PERMANENT FUNDS</b>				
<b>Total Permanent Funds</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>ENTERPRISE FUNDS</b>				
<b>Total Enterprise Funds</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>INTERNAL SERVICE FUNDS</b>				
Internal Service	\$ 68,555	\$	\$ 68,555	\$ 71,780
Vehicle Replacement	31,000		31,000	201,000
<b>Total Internal Service Funds</b>	<b>\$ 99,555</b>	<b>\$</b>	<b>\$ 99,555</b>	<b>\$ 272,780</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 36,706,292</b>	<b>\$</b>	<b>\$ 36,706,292</b>	<b>\$ 34,298,778</b>

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget

**TOWN OF FOUNTAIN HILLS**  
**Expenditures/Expenses by Department**  
**Fiscal Year 2017**

<b>DEPARTMENT/FUND</b>	<b>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016</b>	<b>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016</b>	<b>ACTUAL EXPENDITURES/ EXPENSES* 2016</b>	<b>BUDGETED EXPENDITURES/ EXPENSES 2017</b>
<b>Mayor &amp; Council</b>				
General Fund	\$ 80,084	\$	\$ 80,084	\$ 72,545
<b>Mayor &amp; Council Total</b>	<b>\$ 80,084</b>	<b>\$</b>	<b>\$ 80,084</b>	<b>\$ 72,545</b>
<b>Administration</b>				
General Fund	\$ 2,166,210	\$ (41,895)	\$ 2,124,315	\$ 2,092,500
Downtown Strategy Fund	80,886		80,886	46,655
Economic Development Fund	182,001		182,001	139,483
Special Revenue Fund	1,655,000	(53,159)	1,601,841	1,655,000
General Obligation Debt	2,094,722		2,094,722	2,119,350
Eagle Mountain CFD	411,851		411,851	409,226
Municipal Property Corp	520,740		520,740	393,690
Cottonwoods Maint District	4,043		4,043	4,265
Capital Projects	342,885	(5,614)	337,271	693,885
Internal Service	68,555		68,555	71,780
Vehicle Replacement	31,000		31,000	111,000
<b>Administration Total</b>	<b>\$ 7,557,893</b>	<b>\$ (100,668)</b>	<b>\$ 7,457,225</b>	<b>\$ 7,736,834</b>
<b>General Government</b>				
General Fund	\$	\$	\$	\$ 980,986
<b>General Government Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$ 980,986</b>
<b>Municipal Court</b>				
General Fund	\$ 277,107	\$	\$ 277,107	\$ 321,254
Court Enhancement Fund	80,615		80,615	88,115
<b>Municipal Court Total</b>	<b>\$ 357,722</b>	<b>\$</b>	<b>\$ 357,722</b>	<b>\$ 409,369</b>
<b>Public Works</b>				
General Fund	\$ 881,705	\$ (8,200)	\$ 873,505	\$ 830,201
Highway User Revenue Fund	2,798,026	5,095	2,803,121	3,594,696
Environmental Fund	639,241		639,241	540,586
Capital Projects	9,140,000		9,140,000	1,880,000
Facilities Replacement Fund	130,000		130,000	431,000
Vehicle Replacement				90,000
<b>Public Works Total</b>	<b>\$ 13,588,972</b>	<b>\$ (3,105)</b>	<b>\$ 13,585,867</b>	<b>\$ 7,366,483</b>
<b>Development Services</b>				
General Fund	\$ 742,824	\$ 40,000	\$ 782,824	\$ 927,139
<b>Development Services Total</b>	<b>\$ 742,824</b>	<b>\$ 40,000</b>	<b>\$ 782,824</b>	<b>\$ 927,139</b>
<b>Community Services</b>				
General Fund	\$ 2,260,574	\$ 6,500	\$ 2,267,074	\$ 2,178,839
Tourism Fund	136,921	51,659	188,580	208,220
Public Art Fund	15,000		15,000	39,000
Capital Projects	1,130,000	5,614	1,135,614	2,940,000
Open Space Development Fee	535		535	535
Park/Rec Development Fee				
<b>Community Services Total</b>	<b>\$ 3,543,030</b>	<b>\$ 63,773</b>	<b>\$ 3,606,803</b>	<b>\$ 5,366,594</b>
<b>Fire &amp; Emergency Medical</b>				
General Fund	\$ 3,501,797	\$	\$ 3,501,797	\$ 3,708,717
Capital Projects	3,650,000		3,650,000	3,800,000
Fire/Emergency Dev Fee				
<b>Fire &amp; Emergency Medical Total</b>	<b>\$ 7,151,797</b>	<b>\$</b>	<b>\$ 7,151,797</b>	<b>\$ 7,508,717</b>
<b>Law Enforcement</b>				
General Fund	\$ 3,683,970	\$	\$ 3,683,970	\$ 3,930,111
Law Enforcement Dev Fee				
<b>Law Enforcement Total</b>	<b>\$ 3,683,970</b>	<b>\$</b>	<b>\$ 3,683,970</b>	<b>\$ 3,930,111</b>

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**TOWN OF FOUNTAIN HILLS**  
**Full-Time Employees and Personnel Compensation**  
**Fiscal Year 2017**

FUND	Full-Time Equivalent (FTE) 2017	Employee Salaries and Hourly Costs 2017	Retirement Costs 2017	Healthcare Costs 2017	Other Benefit Costs 2017	Total Estimated Personnel Compensation 2017
<b>GENERAL FUND</b>	53.75	\$ 2,728,311	\$ 259,679	\$ 271,879	\$ 106,169	\$ 3,366,038
<b>SPECIAL REVENUE FUNDS</b>						
Highway User Revenue Fund	4.85	\$ 300,647	\$ 32,852	\$ 49,355	\$ 22,381	\$ 405,235
Economic Development Fund	1.00	83,697	9,206	9,503	1,614	104,020
Tourism Fund	1.10	51,181	5,630	7,632	988	65,431
Environmental Fund	0.25	18,283	2,011	1,666	1,011	22,971
<b>Total Special Revenue Funds</b>	<b>7.20</b>	<b>\$ 453,808</b>	<b>\$ 49,699</b>	<b>\$ 68,156</b>	<b>\$ 25,994</b>	<b>\$ 597,657</b>
<b>DEBT SERVICE FUNDS</b>						
		\$	\$	\$	\$	\$
<b>Total Debt Service Funds</b>		\$	\$	\$	\$	\$
<b>CAPITAL PROJECTS FUNDS</b>						
		\$	\$	\$	\$	\$
<b>Total Capital Projects Funds</b>		\$	\$	\$	\$	\$
<b>PERMANENT FUNDS</b>						
		\$	\$	\$	\$	\$
<b>Total Permanent Funds</b>		\$	\$	\$	\$	\$
<b>ENTERPRISE FUNDS</b>						
		\$	\$	\$	\$	\$
<b>Total Enterprise Funds</b>		\$	\$	\$	\$	\$
<b>INTERNAL SERVICE FUND</b>						
		\$	\$	\$	\$	\$
<b>Total Internal Service Fund</b>		\$	\$	\$	\$	\$
<b>TOTAL ALL FUNDS</b>	<b>60.95</b>	<b>\$ 3,182,119</b>	<b>\$ 309,378</b>	<b>\$ 340,035</b>	<b>\$ 132,163</b>	<b>\$ 3,963,695</b>

EXHIBIT B  
TO  
RESOLUTION 2016-06

[Notice]

See following page.

Town of Fountain Hills  
Public Notice  
Final Budget Adoption and Tax Levy

Members of the public wishing to appear and testify or make inquiries regarding Fiscal Year 2016/17 Budgets for (i) the Town of Fountain Hills, (ii) the Eagle Mountain Community Facilities District Board, and (iii) the Cottonwoods Maintenance District Board, ending June 30, 2017, which will include fee increases or new fees, will be heard at public hearings scheduled for the June 2, 2016, beginning at 6:25 PM in the Town Hall Council Chambers, 16705 E. Avenue of the Fountains, Fountain Hills, AZ 85268.

On June 16, 2016, beginning at 6:25 PM in the Town Hall Council Chambers, 16705 E. Avenue of the Fountains, Fountain Hills, AZ 85268, the Town of Fountain Hills, the Eagle Mountain Community Facilities District Board, and the Cottonwoods Maintenance District Board will adopt their property tax levies for Fiscal Year 2016/17, ending June 30, 2017. The final levy amount may be increased over the approved levy for fiscal year 2016/17.

A complete copy of the each of the budgets for the Fiscal Year 2016/17 may be viewed at:

1. Fountain Hills Town Hall, 16705 E. Avenue of the Fountains, Fountain Hills, AZ 85268
2. Fountain Hills branch of the Maricopa County Library, 12901 LaMontana Drive, Fountain Hills, AZ 85268
3. The Town of Fountain Hills website at: [www.fh.az.gov](http://www.fh.az.gov)

Anyone wishing to respond may do so in person at the meeting or in writing prior to the date of the meeting: Town Clerk's office, 16705 E. Avenue of the Fountains, Fountain Hills, AZ 85268



# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 5/5/2016

**Meeting Type:** Regular Session

**Agenda Type:** Regular

**Submitting Department:** Administration

**Staff Contact Information:** Grady E. Miller, Town Manager

**Strategic Planning Goal:** Not Applicable (NA)

**Operational Priority:** Not Applicable (NA)

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**REQUEST TO COUNCIL** (Agenda Language): DISCUSSION WITH POSSIBLE DIRECTION TO STAFF regarding the possible submission of PROPOSED POLICY IDEAS to the Arizona League of Cities and Towns for consideration by the Resolutions Committee at the League's Annual Conference

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**Applicant:** N/A

**Applicant Contact Information:** N/A

**Owner:** N/A

**Owner Contact Information:** N/A

**Property Location:** N/A

**Related Ordinance, Policy or Guiding Principle:** N/A

**Staff Summary** (background): The Arizona League of Cities and Towns has requested its member agencies to identify policy issues for consideration by the League's Policy Committee. The Policy Committee will review the submitted policy issues and make recommendations on their future development. Some of these issues will then go before the Resolutions Committee as formal resolutions for the League's legislative agenda. Other issues may become part of a non-legislative solution.

Attached is a letter from the Arizona League of Cities and Towns that describes the resolutions process and includes a Policy Issue Submittal Form. At the Town Council meeting on May 5, 2016, it is requested that the Mayor and Council identify and provide policy proposals to staff that can be submitted to the Arizona League of Cities and Towns. Policy submissions will generally consist of changes to state law to make it possible for cities and towns to be more effective in serving our residents, but they can also be policy recommendations that can be accomplished through model local ordinances, best practices, or other methodology.

**Risk Analysis** (options or alternatives with implications): N/A

**Fiscal Impact** (initial and ongoing costs; budget status): N/A

**Budget Reference** (page number): N/A

**Funding Source:** NA

If Multiple Funds utilized, list here: N/A

**Budgeted; if No, attach Budget Adjustment Form:** NA

**Recommendation(s) by Board(s) or Commission(s):** N/A

**Staff Recommendation(s):** That the Mayor and Council provide direction to staff on proposed policies to submit to the Arizona League of Cities and Towns for consideration as possible resolutions.

**List Attachment(s):** Letter dated April 12, 2016 from the AZ League of Cities and Towns  
Resolution Policy Committee Overview  
Policy Issue Submittal Form

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**SUGGESTED MOTION** (for Council use): MOVE TO PROVIDE DIRECTION TO STAFF ON PROPOSED POLICY ISSUES TO SUBMIT TO THE ARIZONA LEAGUE OF CITIES AND TOWNS.

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Prepared by:

NA \_\_\_\_\_ 4/13/2016

Director's Approval:

NA \_\_\_\_\_ 4/13/2016

Approved:

  
\_\_\_\_\_  
Grady E. Miller, Town Manager 4/13/2016

April 12, 2016

To: Mayors, Managers, Council Members, Finance Directors, Clerks without Managers and Attorneys

Re: Resolutions Process

Good day:

Last year the League implemented the Policy Committee system. This framework was established to give city and town elected officials and staff a chance to provide expertise and direction on proposed policy issues that come to the League. Policy Committees discuss policy submissions and make recommendations on their future development. These issues may end up before the Resolutions Committee as formal resolutions, or become part of a non-legislative solution.

We invite you to submit ideas for the Policy Committees to review. Policy submissions generally propose changes to state law to make it possible for cities and towns to be more effective in serving our residents, but they can also propose policy recommendations that can be accomplished through model local ordinances, best practices or other methodologies.

Cities and towns can now submit policy ideas to the League at any time during the year and no longer need to have a co-sponsoring city or town. If your city or town wishes to submit an idea for consideration, you can send it using the attached Policy Issue Submittal Form to [resolutions@azleague.org](mailto:resolutions@azleague.org). You may be consulted to provide more information on the idea and also may be invited to speak to the issue at one of the Policy Committee meetings. League staff will contact you with your submission assignment and schedule of meetings.

In order for the Policy Committees to have enough time to fully review and possibly develop your ideas into resolutions, it is necessary to submit your ideas soon as possible. For your policy submission to be considered for this year's Annual Conference it must be submitted no later than June 1. Policy Committees may take multiple meetings before coming to a decision on proceeding with a recommendation on your submission. Only ideas formally developed as resolutions will advance to the Resolutions Committee at the Annual Conference. Once this year's Annual Conference is over, Policy Committees will be meeting quarterly, starting in September 2016. This will allow for a more structured and balanced workload for the committees.

Included in this correspondence is a description of the topics for each committee. Please review these descriptions carefully so you are aware of where your submission is likely to be assigned.



1820 W. Washington • Phoenix, AZ 85007 • Phone: (602) 258-5786 • Fax: (602) 253-3874  
Email: [league@azleague.org](mailto:league@azleague.org) • Web site: [www.azleague.org](http://www.azleague.org)

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The President of the League, Mayor Mark Mitchell of Tempe, will make the final decision on the assignments.

It is also not too late to apply to serve as a member of one of the Policy Committees. Committee membership is open to any Arizona municipal elected official or staff member. You may apply at [resolutions@azleague.org](mailto:resolutions@azleague.org). The committee chair will make the ultimate decision on committee makeup in order to achieve a balanced membership.

Once again we thank you for your continued service to the cities and towns of Arizona. If you have any questions about this new process, send your inquiries to [resolutions@azleague.org](mailto:resolutions@azleague.org).

Sincerely,

A handwritten signature in black ink that reads "Ken Strobeck".

Ken Strobeck

Cc: Intergovs, Intergovs2

## **Resolution Policy Committee Overview**

- **Budget, Finance and Economic Development**
  - Chair: Mayor Kenny Evans of Payson
  - League Staff: Patrice Kraus
  - Example Topics: Special taxing districts, economic development incentives/ programs, TPT administration, Construction Sales Tax, budget procedures, audit procedures, Model City Tax Code, TPT base, Government Property Lease Excise Tax, developmental impact fees, Tax Increment Financing, tax abatements, property tax, enterprise zones, foreign trade zones
  
- **General Administration, Human Resources and Elections**
  - Chair: Mayor Lana Mook of El Mirage
  - League Staff: Tom Belshe
  - Example Topics: Annexation, general personnel issues, workers' compensation, pensions, elections, public records, public notices, government transparency, planning, procurement, public-private partnerships
  
- **Neighborhoods, Quality of Life and Sustainability**
  - Chair: Councilmember Gilbert Lopez of Coolidge
  - League Staff: Dale Wiebusch
  - Example Topics: Homeowners associations, parks, libraries, liquor licensing, sustainability
  
- **Public Safety, Military Affairs and Courts**
  - Chair: Mayor Jerry Weiers of Glendale
  - League Staff: Dale Wiebusch
  - Example Topics: Criminal justice, police and fire (not pension), firearms, judiciary, military relations and installations

- **Transportation, Infrastructure and Public Works**
  - Chair: Mayor Jonathon Rothschild of Tucson
  - League Staff: Patrice Kraus
  - Example Topics: HURF, long-term infrastructure planning, developmental impact fees, water/ wastewater administration, transit, commercial rail, airport administration, highway safety, right-of-way, public-private partnerships, ADOT, ports of entry

## **Policy Issue Submittal Form**

Please use this form to submit your policy issue. The issue will be vetted by the relevant Policy Committee, and may become a formal Resolution, or may go on for further discussion with a non-legislative solution.

### **Guidelines**

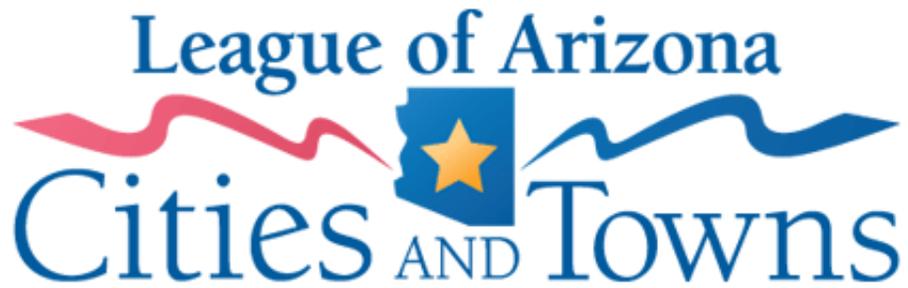
There are two types of resolutions: 1) Statements requesting a specific action, such as requesting that the Legislature enact a statute relating to a zoning issue; and 2) Statements of general policy direction, such as supporting increases for transportation funding.

Resolutions should be broadly applicable and advance our municipal goals. The resolutions process is designed for issues that impact a broad cross section of cities and towns. Single city/town issues are not generally part of the League's overall agenda.

### **Policy Issue**

Please state the problem or issue you are trying to address.

Please state the solution you are promoting for your issue.



— Legislative Bulletin —

Issue 16 - April 29, 2016

## Legislative Overview

Today is the 110th day of session. The beginning of the week had very light duty, but on Thursday the Senate took up the budget process in earnest with the Appropriations Committee hearing the 14 bills that make up the budget package. The House Appropriations Committee met Thursday night and also went through the budget bills. There are differences between the two packages, so there will have to be floor amendments to match them up. Below you will find an analysis of pertinent municipal issues within the budget that we know of at this time. The legislature is meeting today to hopefully wrap up the budget process. There are still other bills that will need to move through the system next week.

We remain at 106 bills passed, 105 signed, and one vetoed: the cursive writing mandate.

## State Budget

This analysis is based on the bills passed by the respective Appropriations Committees. Floor activity is scheduled for today, although times are fluid.

- First off, there are no formula changes to Urban Revenue Sharing, TPT Revenue Sharing or VLT Revenue Sharing accounts.
- The budget proposes to sweep \$96 million from HURF (the same amount swept last year) but then makes a one-time appropriation of \$30 million from the General Fund to cities, towns and counties to be distributed in a manner similar to the HURF formula. After applying the formula specified in the bill, this results in an increase of approximately \$16 million in new funds to cities and towns.
- Additionally, there is a \$66 million one-time general fund appropriation to the State Highway Fund to offset the remainder of the HURF sweeps. Included in these funds is \$25 million to ADOT for acceleration of the SR 189 construction project. (This is a League resolution.)
- The Senate proposal also includes an appropriation of \$19 million from the State Aviation Fund for planning, construction, development and improvement of state, county, city or town airports. This represents a significant increase over last year's appropriation.
- There is a one-time appropriation of approximately \$1.3 million for border strike task force local support, \$761,700 of which is to be used for local law enforcement officer positions within the task force. Access to these funds requires a 25% local match. The remaining \$500,000 is to be used for grants to cities, towns and counties for costs associated with the prosecution and incarceration of crimes related to illegal immigration and other border-related crimes.
- Also included in the Senate proposal is an appropriation of \$1 million from the Automation Projects Fund to ADOA for a feasibility study to replace the tax accounting system at the Department of Revenue.
- The Senate proposal continues the \$20.7 million assessment to cover the costs of services ADOR provides to local governments. The one-time special assessment imposed on self-collecting cities has lapsed.
- There are also proposed tax reductions totaling \$26 million. The most significant of these is attributed to income tax reductions associated with accelerated depreciation for personal property (\$8 million) and

modifications to the exemptions to the state's portion of utility taxes (\$7 million). The impact to cities and towns would be negligible.

## Legislative Bill Monitoring

(All bills being actively monitored by the League [can be found here.](#))

*Legislative Bulletin* is published by the League of Arizona Cities and Towns.

Forward your comments or suggestions to [league@azleague.org](mailto:league@azleague.org).