



## POST ACTION AGENDA NOTICE

### NOTICE OF THE EXECUTIVE AND REGULAR SESSIONS 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: 5:00 P.M. – EXECUTIVE SESSION**  
*(Executive Session will be held in the Fountain Conference Room - 2<sup>nd</sup> floor)*

**6:30 P.M. – REGULAR SESSION**

**WHEN: THURSDAY, MAY 19, 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

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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.

## EXECUTIVE SESSION AGENDA

- **CALL TO ORDER** – Mayor Linda M. Kavanagh **5:03 PM**
- 1. **ROLL CALL AND VOTE TO GO INTO EXECUTIVE SESSION:** Pursuant to: (1) A.R.S. § 38-431.03(A)(3), discussion or consultation for legal advice with the attorney or attorneys of the public body, and (2) 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, the Park Place Development Agreement*). **NO ACTION TAKEN**
- 2. **ADJOURNMENT. 6:21 PM**

## REGULAR SESSION AGENDA

- **CALL TO ORDER AND PLEDGE OF ALLEGIANCE** – Mayor Linda M. Kavanagh **6:32 PM**
- **INVOCATION** – Pastor Bergeson, Shepherd of the Hills Lutheran Church
- **ROLL CALL** – Mayor Linda M. Kavanagh
- **MAYOR’S REPORT**
  - i) None.
- **SCHEDULED PUBLIC APPEARANCES/PRESENTATIONS**
  - i) Mayor Kavanagh may review RECENT EVENTS attended relating to Economic Development.
  - ii) PRESENTATION by Ranger Amy Burnett, from Arizona Game and Fish Department, regarding wildlife regulations and safety issues for neighborhoods.
  - iii) UPDATE by Jerry Butler, Vision Fountain Hills Co-chair, regarding the Vision Fountain Hills Workshop held May 7, 2016.
  - iv) INTRODUCTION of Dave Ott as the Town of Fountain Hills’ new Fire Chief.
  - v) QUARTERLY BUDGET REPORT by Finance Director for Fiscal Year 2015/16, quarter ending March 31, 2016.

## CALL TO THE PUBLIC

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## CONSENT AGENDA ITEMS - **APPROVED AS LISTED**

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 May 5, 2016.
2. **CONSIDERATION** of approving the FIRST AMENDMENT to the Professional Services Agreement with Albert Holler & Associates, for sales tax auditing services, in the amount of \$42,000, effective July 1, 2016, through June 30, 2017.
3. **CONSIDERATION** of approving a SPECIAL EVENT LIQUOR LICENSE APPLICATION for the Arizona Municipal Clerks' Association Conference (Bevelyn J. Bender) to be held at the Fountain Hills Community Center, located at 13001 N. La Montana Drive, Fountain Hills, AZ, from 8:00 AM to 5:00 PM on Tuesday, July 26, 2016; and Wednesday, July 27, 2016; and from 8:00 AM – 12 PM on Thursday, July 28, 2016.
4. **CONSIDERATION** of approving a SPECIAL EVENT LIQUOR LICENSE APPLICATION for the Fountain Hills Theater (Valerie Stasik) for the promotion a fund raiser to be held at the theater, located at 11445 N. Saguaro Boulevard, Fountain Hills, AZ, from 5:30 PM to 11:00 PM on Monday, June 6, 2016.
5. **CONSIDERATION** of approving a COOPERATIVE PURCHASE AGREEMENT with General Acrylics, Inc. for the demolition and reconstruction of tennis courts at Golden Eagle and Four Peaks Parks, in the amount of \$368,505.30.

## REGULAR AGENDA ITEMS

6. **CONSIDERATION** of an APPEAL OF THE ADMINISTRATIVE ISSUANCE of Temporary Use Permits allowing the Copperwynd Resort to conduct Wedding Events and Receptions both inside the resort and on the outdoor event lawn after 10:00 PM.  
**APPROVED WITH STIPULATIONS**
7. **CONSIDERATION** of the REQUEST by the L. Alan Cruikshank River of Time Museum Board of Directors regarding proposed short and long-term improvements to the facility and future construction plans for a new museum. **APPROVED AND REQUESTING FEASIBILITY STUDY PRIOR TO PROPERTY APPROVAL**
8. **DISCUSSION WITH DIRECTION TO STAFF** regarding the possible submission of PROPOSED POLICY IDEAS to the Arizona League of Cities and Towns for consideration by the Resolution Committee at the League's Annual Conference. **NO ACTION TAKEN**
9. **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:

a.) *None.*

10. **SUMMARY OF COUNCIL REQUESTS and REPORT ON RECENT ACTIVITIES** by the Mayor, Individual Councilmembers, and the Town Manager.

**TOWN MANAGER'S REPORT:**

- Update on the Town's wash maintenance schedule
- Update on the plans for the 4th of July celebration

11. **ADJOURNMENT. 9:52 PM**

**DATED** this 12<sup>th</sup> day of May, 2016.

  
Bevelyn J. Bender, Town Clerk

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# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 5/19/2016

**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): A Presentation from Amy Burnett

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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):

Due to the recent incident involving javelinas attacking a Fountain Hills resident, there has been considerable news media and social media attention focused on this issue. Amy Burnett, Information and Education Program Manager for Arizona Game and Fish, will give a presentation to the Town Council on Thursday, May 19, 2016, to address this issue. In addition, experts from Arizona Game and Fish will present a public meeting on the dangers of feeding wildlife on Monday, May 23, 2016 at 5:30 p.m. at the Fountain Hills Community Center. The Game and Fish staff will discuss ways residents can stay safe while keeping wildlife wild in Fountain Hills, what actions Game and Fish took in responding to this incident to avoid future attacks, and what residents can do to be part of the community's solution.

**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):** N/A

List Attachment(s): PowerPoint Presentation

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**SUGGESTED MOTION** (for Council use): N/A

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Prepared by:

\_\_\_\_\_  
NA 5/19/2016

Director's Approval:

\_\_\_\_\_  
NA 5/19/2016

Approved:

  
\_\_\_\_\_  
Grady E. Miller, Town Manager 5/19/2016



# Living with Arizona's Wildlife

Amy Burnett

Information/Education Program Manager

**AZ Game & Fish Department**

Region VI

(480)324-3548

[www.AZGFD.gov](http://www.AZGFD.gov)

May 19, 2016

# Living with Arizona's Wildlife

- Motivations of Wildlife- specifically javelina
  - Why they are in your neighborhood
  - Normal/natural versus habituated / unacceptable behavior



# Javelina Attractants to your backyard

## Yellow- USE CAUTION:

- Desert plants: prickly pear, barrel cactus, agaves, mesquite
- Grubs, natural fertilizers, “over-seeding”
- Ornamental plants, particularly bulbs, annual flowers, and citrus



## Red- DO NOT FEED:

- Pet food
- Garbage
- Bird Seed...quail blocks
- Garbage

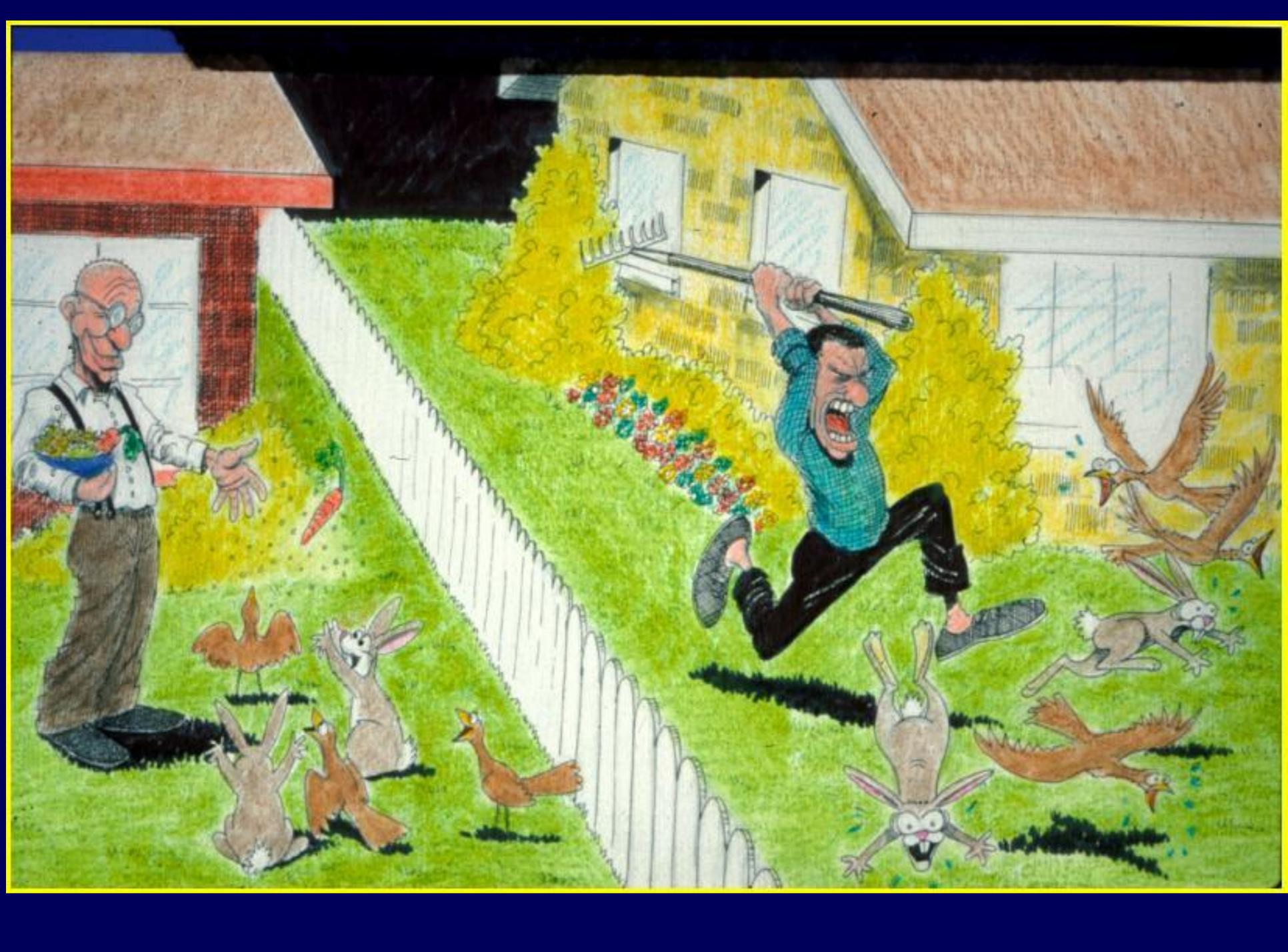


# Javelina facts you should know

- **Poor Eyesight**
- Keen sense of smell
- *Naturally* fearful of Humans
- HATE dogs-- all canids



Easily spooked or panicked, may appear to charge when trying to escape.





# ARS 13-2927 Unlawful Feeding of Wildlife

A person commits unlawful feeding of wildlife by intentionally, knowingly or recklessly feeding, attracting or otherwise enticing wildlife into an area, with exceptions for birds or *tree* squirrels. Unlawful feeding is a petty offense. Applies in counties with a population greater than 280,000.

# Human related Javelina Facts

- Fear lost in stages over time
  - Human Tolerance
  - Feeding  
(intentional or unintentional)  
leads to boldness and sometimes aggression
- Study shows that adults may pass on tolerance (no fear) of humans to young.



# Most conflicts with javelina are dog-related

- Keep dogs on a (non-retractable) leash
- Be aware of your surroundings, avoid encounters
- Buddy system, avoid dawn and dusk if possible
- If you encounter a javelina while walking dogs:
  - Walk in other direction
  - Do not run
  - Make yourself “BIG”, Be aggressive and loud, use aggressive postures and clap hands, use low, loud tones
  - Use chemical deterrents or a hiking stick

# Game and Fish's Role

- Regularly-fed animals become habituated.
- Habituated animals may become aggressive toward pets and/or people.

**Arizona Game & Fish generally does not remove any animal unless it is a **human** (not pet) health or public safety concern.**

# *What Can Residents Do about Bold Wildlife?*

*Arizona Game & Fish  
recommends you:*

- Make loud noises & stomp feet
- bang pots and pans  
or rattle empty soda can w/ a  
few pennies in it
- Wave your hands or objects  
like sticks and brooms
- Spray the animal with a hose  
or a super-soaker loaded with  
a 10% household ammonia  
solution on bold animals that  
refuse to leave your yard



# Solutions - Long Term

- **DO NOT FEED or tolerate neighbors' feeding of wildlife**
- **Keep your yard clean of attractants**
  - Repair leaking irrigation hoses, remove fallen citrus, excess bird seed, secure garbage.

# Operation Game Thief Hotline

## 1 (800) 352-0700

- Equivalent to “Silent Witness”
- Callers may remain anonymous
- Identity protected by state law
- Report wildlife violations such as feeding of wildlife

*“Operation Game Thief.  
Do you have a violation to report?”*

# Human Dimensions

- Humans modify and enhance local environments (create opportunities for wildlife) such as lushly landscaped yards and golf courses.
- Modifying human behavior and habits **will** affect wildlife behavior— both positively and negatively.
- Resolution of conflict requires an active & united approach by the community



**Today, the focus is on javelina,  
but a lot of the information and  
messages can be applied to other  
urban wildlife.**

**<https://youtu.be/vsmWPdDVtcQ>**

**For more information visit**

**[www.azgfd.gov/urbanwildlife](http://www.azgfd.gov/urbanwildlife)**



# Questions?

Amy Burnett

[aburnett@azgfd.gov](mailto:aburnett@azgfd.gov)

480-324-3548

[www.azgfd.gov/urbanwildlife](http://www.azgfd.gov/urbanwildlife)

Operation Game Thief Hotline

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VisionFH.org  
Join the Movement. Be Heard.

Program Sponsored by The

**FOUNTAIN HILLS  
CULTURAL AND CIVIC ASSOCIATION**



# 3-STEP VISIONING PROCESS

## 1. WHERE ARE WE?

STAKEHOLDER SURVEY – over 100

## 2. WHERE DO WE WANT TO BE?

COMMUNITY SURVEY – nearly 1900 participated

## 3. HOW DO WE GET THERE?

COMMUNITY WORKSHOP – 104



# COMMUNITY WORKSHOP PACKET

## ◆ S.W.O.T ANALYSIS

## ◆ 2016 COMMUNITY SURVEY RESULTS

## ◆ FIVE STRATEGIC PRIORITIES

- 1 INVEST IN THE TOWN'S LONG-TERM ECONOMIC GROWTH
- 2 ATTRACT MORE FAMILIES AND WORKING PROFESSIONALS
- 3 EXPAND ENROLLMENT AND QUALITY OF OUR SCHOOLS
- 4 ENSURE MAINTENANCE OF THE TOWN'S INFRASTRUCTURE
- 5 PRESERVE THE FINANCIAL SUSTAINABILITY OF TOWN SERVICES

## ◆ FACT SHEETS

## ◆ SOLUTION WORKSHEETS



# COMMUNITY WORKSHOP AGENDA

## COMMUNITY CHALLENGES

**“Where We Are Now”**

DR. PATRICK SWEENEY

GRADY MILLER

SCOTT COOPER

## COMMUNITY SURVEY HIGHLIGHTS

**“What Do We Want To Be”**

## DISCUSS / DETERMINE SOLUTIONS

**“How Do We Get There”**



# COMMUNITY WORKSHOP





# COMMUNITY WORKSHOP RESULTS

## #1 – ECONOMIC GROWTH

### POTENTIAL SOLUTION PRIORITIES

1. DEVELOP A COMMUNITY BRAND / VISION (98%)
2. IDENTIFY AVAILABLE SPACES IN RECRUITING (98%)
3. DEVELOP A COMPREHENSIVE RESOURCES PACKAGE FOR NEW BUSINESSES (93%)
4. DEVELOP A BUSINESS ACCELERATOR JOINT EFFORT (87%)
5. SHOWCASE SUCCESSFUL FH BUSINESSES (83%)



# COMMUNITY WORKSHOP RESULTS

## #2 – ATTRACT FAMILIES AND WORKING PROFESSIONALS

### POTENTIAL SOLUTION PRIORITIES

1. HIGHLIGHT SCHOOL STRENGTHS IN MARKETING FH (98%)
2. COLLABORATE WITH BUSINESSES IN PROMOTING FH (90%)
3. PROVIDE RESOURCES TO EXPAND SOCIAL MEDIA AND ON-LINE MESSAGES (76%)
4. ESTABLISH A BUDGET FOR FAMILY BRANDING (75%)
5. ORGANIZE A “YOUNG PROFESSIONAL BUSINESS GROUP” (71%)



# COMMUNITY WORKSHOP RESULTS

## #3 – SUSTAINING USD SCHOOLS

### POTENTIAL SOLUTION PRIORITIES

1. EXPLORE OPTIONS FOR SELLING / LEASING UNUSED PROPERTIES (100%)
2. MOBILIZE COMMUNITY TO LOBBY STATE LEADERS (99%)
3. EXPLORE ALTERNATIVE FUNDING SOURCES (91%)
4. UTILIZE LOCAL TALENT WHENEVER POSSIBLE (91%)
5. ESTABLISH A MORE FORMAL COLLABORATION WITH TOWN OFFICIALS (90%)



# COMMUNITY WORKSHOP RESULTS

## #4 – TOWN INFRASTRUCTURE

MORE INVESTMENTS ARE NEEDED

1. STREETS (80%)
2. THE FOUNTAIN (78%)
3. PARKS (77%)

POTENTIAL SOLUTION PRIORITIES

1. IMPLEMENT A PRIMARY PROPERTY TAX (94%)
2. INCREASE PARK AND USER FEES (65%)



# COMMUNITY WORKSHOP RESULTS

## #5 – FINANCIAL STABILITY

WHICH TOWN SERVICES SHOULD BE REDUCED?

**NONE**

POTENTIAL REVENUE SOLUTION PRIORITIES

1. IMPLEMENT A PRIMARY PROPERTY TAX (91%)
  2. IMPLEMENT A 'PUBLIC SAFETY FEE' (63%)
- (78% WERE AGAINST INCREASING SALES TAXES)



# COMMUNITY WORKSHOP RESULTS

## UNDERLYING DRIVERS

- **BETTER COMMUNITY-WIDE COMMUNICATIONS**
  - **MAINTAIN OUR INVESTMENTS**
- **IMPLEMENT A COMMUNITY MARKETING PLAN**
  - **BETTER COLLABORATION BETWEEN KEY FACILITATORS**

***PARTICIPANTS WERE ASKED WHAT CAN THE COMMUNITY BE THE BEST AT AND WHAT ARE YOUR DEEPEST PASSIONS?***

**SMALL TOWN CHARM / SAFETY**



## COMMUNITY WORKSHOP RESULTS

**“The meeting was superb; one of the most professional, well organized, and “worth-while” events for community improvement /development I’ve attended. I am a certified “Main Street Development” graduate from Cornell University and what you are doing is “RIGHT ON”. It was most interesting for me to participate and a pleasure to meet positive attitude attendees and join in “meaningful” constructive conversations. Thank you for the opportunity and now what counts.....RESULTS AND ACTIONS.”**

**Fred Lark**



# MOVING FORWARD

## KEY FACILITATORS

**TOWN, SCHOOL DISTRICT**

**CHAMBER OF COMMERCE, FHCCA**

- need more in-depth discussions
- need more involvement from each
- need to get together at the same time

## STAKEHOLDERS

**THE COMMUNITY**



**The Volunteer Committee**

**Gerard Bisceglia    Jerry Butler    John Craft**  
**Ryan Deegan    Merita Kraya    Mike O'Connor**  
**Ally Perreault    Dana Saar    Mike Sharnow**  
**Johnny Weil    Denise Weinreich    Dori Wittrig**

**FOUNTAIN HILLS CULTURAL AND CIVIC ASSOCIATION**

# **COMMUNITY WORKSHOP RESULTS**

The strategic priorities contained herein were rank-ordered by nearly 1900 participants in the 2016 Community Survey, and at the May 7 Community Workshop, over 100 attendees discussed many potential solutions for the future.

The following is a synopsis of the Community Workshop results.

## **#1 - STRATEGIC PRIORITY**

### **INVEST IN THE TOWN'S LONG-TERM ECONOMIC GROWTH**

#### **The challenges facing the community include ...**

- Fountain Hills and adjacent areas are home to many part-time property owners and seasonal renters, and during the summers months the area population can drop below 15,000.
- The Town has a very limited marketing budget for attracting full time residents, business owners, and families.

#### **Potential solutions warranting further consideration by the community ...**

- 1) **98% support** - Develop a community brand/vision that could thrive in Fountain Hills (i.e. outdoors / adventure, health / wellness / lifestyle, proximity to valley, large population of entrepreneurs, former CEO's, 'brain trust').
- 2) **98% support** - Focus recruiting on available spaces and possible 'shared environments', business incubators, entrepreneurial activities.
- 3) **93% support** - Develop a comprehensive resources package for new businesses including demographics, median income, available professionals (attorneys, accountants, architects, builders, real estate, etc.).
- 4) **87% support** - Encourage the Town and Chamber to support a Business Accelerator service that helps a young business groups get new business ideas quickly to market, such as counseling, office and administrative support, professional advice.
- 5) **83% support** - Showcase examples of successful FH businesses with regional, national presence.
- 6) 69% support - Consider developing a mini-mall of like-minded businesses (artists, entrepreneurs, outdoor / adventure, and health / wellness).
- 7) 69% support - Speed up business permit process.

#### **Ideas generated at the workshop ...**

- ✓ Leverage the medical / healthcare market for support services.
- ✓ Establish a CEO-type conference center for annual meetings (Copperwynd).
- ✓ Promote an adventure / outdoor package for visitors.
- ✓ Encourage a microbrewery (or two!).
- ✓ Promote special tax incentives for new business types (tbd).



## **#2 - STRATEGIC PRIORITY**

### **ATTRACT NEW FAMILIES AND WORKING PROFESSIONALS AS FULL TIME RESIDENTS**

#### **The challenges facing the community include ...**

- Fountain Hills' median age in 2015 was estimated to be 55.9 years, meaning 50% of residents were under the age of 56.
- Only one in four households have children.
- In the last 10 years the largest population increase was in the 65+age group.

#### **Potential solutions warranting further consideration by the community ...**

- 1) **98% support** - Improve communications / include Unified School District strengths in marketing the community.
- 2) **90% support** - Establish a collaborative effort between Town and Business Leaders to promote, market, and brand community as being attractive to families.
- 3) **76% support** - Identify and provide resources to local ambassadors to use social media marketing.
- 4) **75% support** - Allocate a specific marketing budget for family branding to surrounding cities and states.
- 5) **71% support** - Organize Young Professionals Business Group for networking and strategy development.
- 6) 45% support - Extend the Neighborhood Watch Program citywide.
- 7) 32% support - Provide free WiFi access downtown.

#### **Ideas generated at the workshop ...**

- ✓ Have Realtors take a leadership role in promoting FH as family friendly.
- ✓ Aggressively use social media and extend focus across US.
- ✓ Clean up Google search for FH.
- ✓ Establish a Community Branding Group.
- ✓ Have Town and Chamber of Commerce develop a comprehensive visitor packet.



### **#3 - STRATEGIC PRIORITY**

## **EXPAND ENROLLMENT AND QUALITY OF THE FOUNTAIN HILLS UNIFIED SCHOOL DISTRICT**

### **The challenges facing the community include ...**

- Declining enrollment over the past 10 years as Fountain Hills' demographics ages and fewer families move to the area.
- School funding restrictions and reductions; teacher salaries not being competitive.
- Lack of affordable housing options for families and staff.

### **Potential solutions warranting further consideration by the community ...**

- 1) **100% support** - Explore options for selling or leasing unused school buildings.
- 2) **99% support** - Mobilize local efforts to lobby state leaders for education funding.
- 3) **91% support** - Explore alternative funding sources or reallocations for teacher salaries.
- 4) **91% support** - Better utilize local community talent / expertise whenever possible.
- 5) **90% support** - Establish a more formal collaboration between District and Town.
- 6) 83% support - Establish sustainable local financial support (i.e., District Foundation, GEEF).
- 7) 82% support - Sell or lease District-owned land.
- 8) 78% support - Increase rigor; develop specialty or magnet programs.
- 9) 77% support - Expand community volunteer programs (i.e. Junior Achievement and Mentoring).
- 10) 74% support - Create a community think-tank / education summit.
- 11) 51% support - Assemble a community advisory council.
- 12) 42% support - Reevaluate school/instruction improvement plans.

### **Ideas generated at the workshop ...**

- ✓ Develop a speaker's bureau.
- ✓ Upgrade website for the District and tout successes; use volunteers experienced in social media.
- ✓ Integrate District information into the Economic Development initiatives by the Town.
- ✓ Consider an EVIT satellite.
- ✓ Merit pay for teachers.
- ✓ Explore special relocation incentives for new teachers.
- ✓ Be more aggressive in promoting the tax credit program.
- ✓ Collaborate with the Town's Economic Development efforts to promote healthcare companies by considering technical and vocational trainings.



## **#4 - STRATEGIC PRIORITY**

### **ENSURE MAINTENANCE OF THE TOWN'S INFRASTRUCTURE**

#### **The challenges facing the community include ...**

- The annual maintenance budget for the Town's infrastructure has been trimmed to \$5,200,000 per year and in many areas has been accomplished by deferring maintenance.

#### **Areas supported in making more investments to enhance the infrastructure are as follows ...**

- 1) **80% support** – Streets (such as, restore residential pavement management program to a five-year cycle; or create improvement districts and let each area decide timing, with costs borne by each district).
- 2) **78% support** - The Fountain (such as, replace the pumps and electrical system to reduce operating costs; run three pumps several times each day; restore the Fountain to being the highest in the world).
- 3) **77% support** – Parks (such as, improve irrigation water quality; improve turf conditions, spend funds to annually overseed, fertilize and control weeds; add more playgrounds / walkways).
- 4) 32% support - Dams / washes (such as, reduce 9-year wash maintenance cycle to seven years; establish Primary Property Tax to fund maintenance and eliminate existing Environmental Fee).
- 5) 31% support - Town buildings (such as, improve furnishings; improve energy efficiencies).

#### **Revenue sources to finance infrastructure investments are supported as follows ...**

- **94% support** - Implement a Primary Property Tax.
- **65% support** - Increase parks and building User Fees.
- 36% support - Fully fund the Facility Replacement Fund.
- 23% support - Increase Sales Taxes on some or all tax categories.

#### **Ideas generated at the workshop ...**

- ✓ Research sale/leaseback options on buildings.
- ✓ Have Sanitary District take over Fountain maintenance.
- ✓ Reduce Fountain operating times.
- ✓ Research use of solar power for Town buildings.
- ✓ Organize 'Adopt a Wash' program for routine maintenance.
- ✓ Explore private partnerships/name rights for selected structures.



## **#5 - STRATEGIC PRIORITY**

### **PRESERVE THE FINANCIAL SUSTAINABILITY OF TOWN SERVICES**

#### **The challenges facing the community include ...**

- A \$5.9 million operations deficit is forecast to occur in the next 5 years and in FY20-21, the shortfall is expected to reach \$2,000,000
- The Town's Facility Replacement Reserve account is underfunded and the shortfall amounts to an average of \$1,000,000 per year through 2030.
- State-shared Highway User Funds are not sufficient to maintain street pavement management and the shortfall is estimated at \$1,000,000 per year.
- The Town's main financial source for Capital Improvements is Bonds and the reserve funds paid by developers are diminishing, which means future improvements will have to be borne by residents. In the last 10 years, interest paid on voter-approved bonds has amounted to \$7,900,000.

#### **Town services that should be reduced to overcome expected budget deficits are supported as follows ...**

- 1) **100% support** making no reductions to Development Services (Engineering, Planning, Building Safety, Code Enforcement, Environmental).
- 2) **99% support** making no reductions to General Government (Town Manager, Clerk, Finance, Economic Development, Municipal Court).
- 3) **98% support** making no reductions to Community Services (Parks, Recreation, Senior Services, Community Center, Open Spaces).
- 4) **86% support** making no reductions to Public Safety (Police, Fire, Emergency Medical).

#### **Revenues sources that will be supported are as follows ...**

- **91% support** - Implement a Primary Property Tax.
- **63% support** - Implement a 'Public Safety Fee'.
- 22% support - Increase existing Sales Taxes on some or all tax categories.

#### **Ideas generated at the workshop ...**

- ✓ Institute a property rental tax.
- ✓ Reevaluate cost of police services.
- ✓ Increase Park Usage fees.
- ✓ Implement Emergency Services fee.
- ✓ Adopt a Parcel fee.
- ✓ Have retail/businesses pay for fire protection.



# QUARTERLY FINANCIAL REPORT

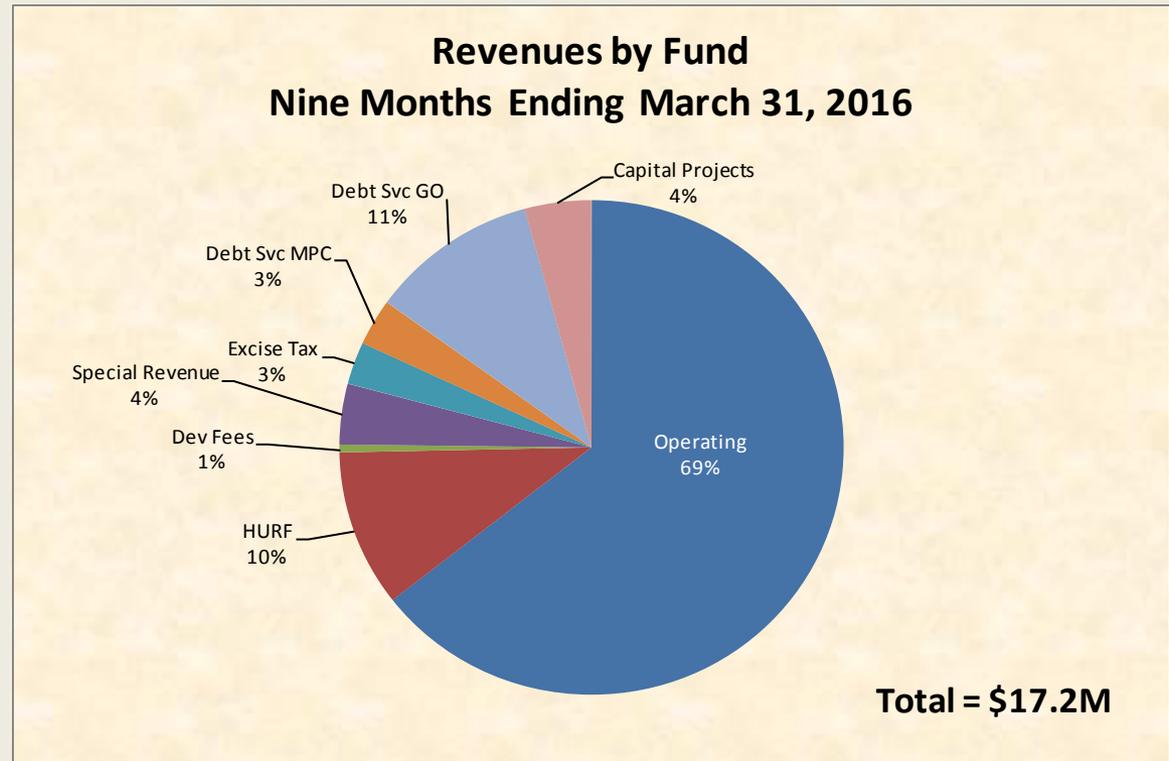
Nine Months Ending March 2016



March, 2016

# ALL FUNDS REVENUES

The General Fund is the Town's main operating fund and is used to fund general government operations including police and fire, parks, Community Center; other funds are restricted for specific purposes.



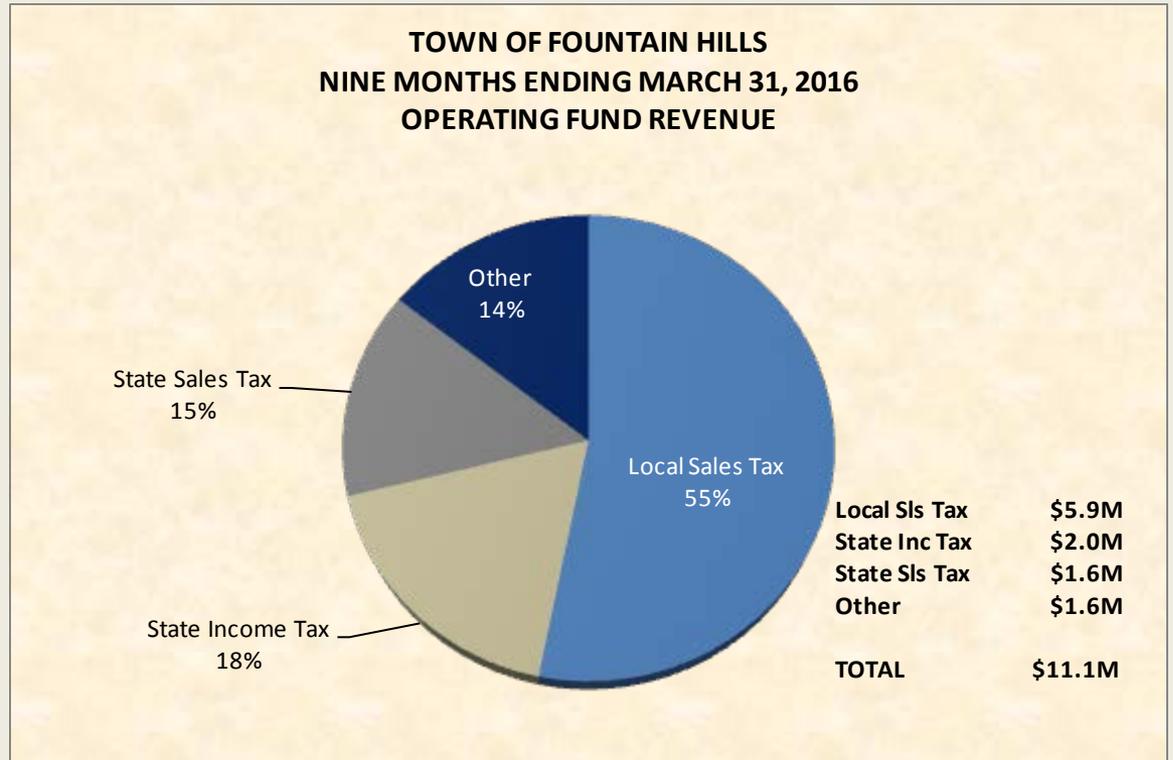
# OPERATING FUNDS

(Consist of General Fund, Public Art Fund, Internal Service Fund and Equipment Replacement Fund)



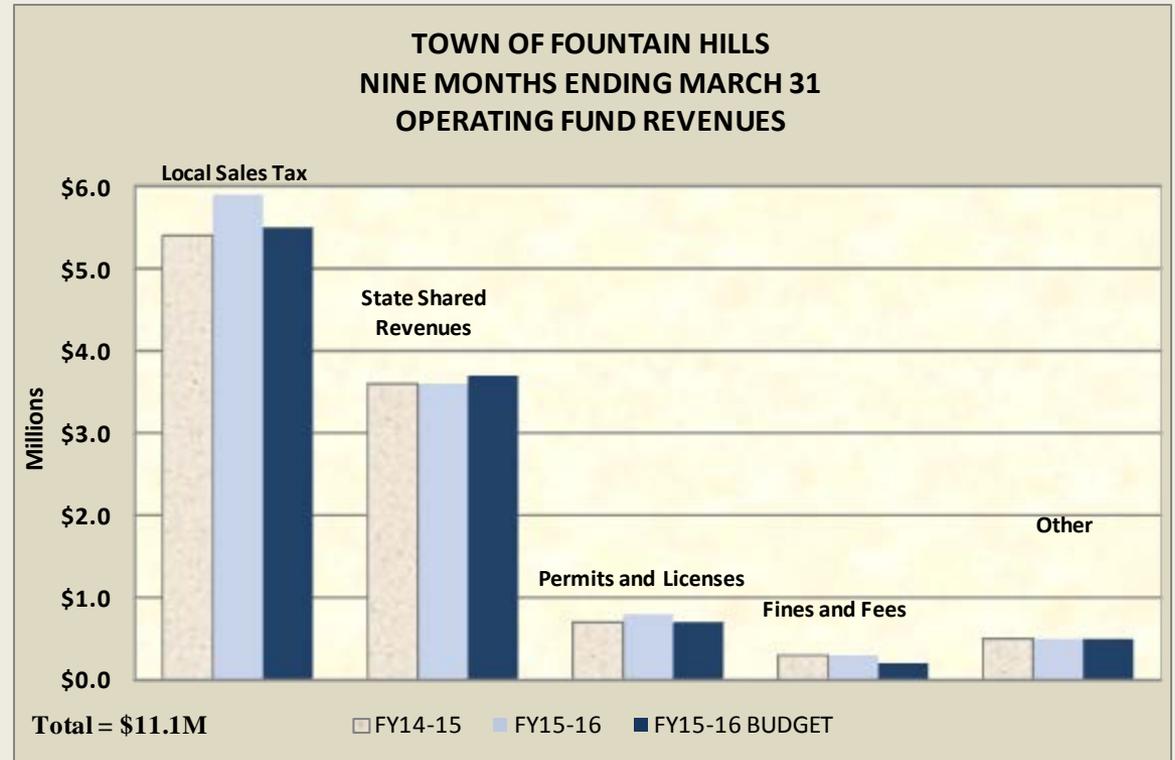
# OPERATING FUND REVENUES BY SOURCE Through March 31

Fountain Hills local sales tax and State shared revenues accounted for 88% of the Operating Funds. Operating Fund revenues are at 104.6% of budget.



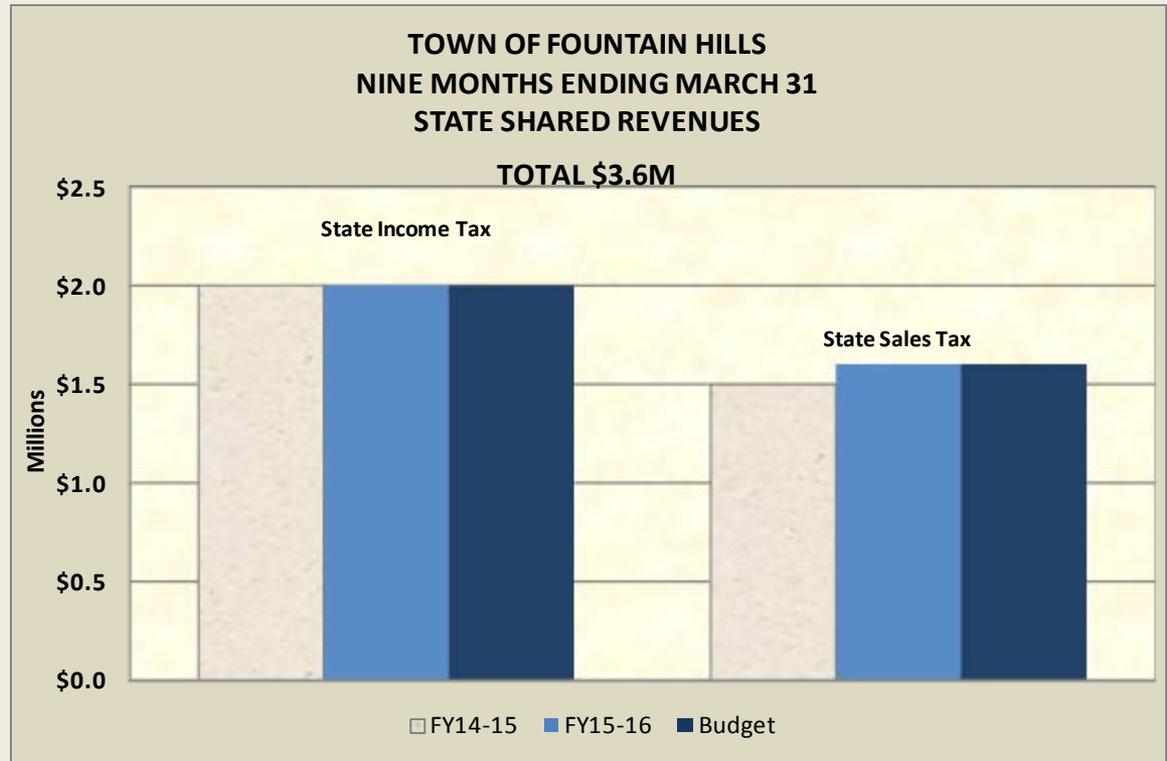
# OPERATING FUNDS REVENUE

Local sales tax revenues are at 106.8% of budget; State Shared revenues are at 99.0% of budget –permit revenues are higher than projections while other revenues are generally in line with projections.



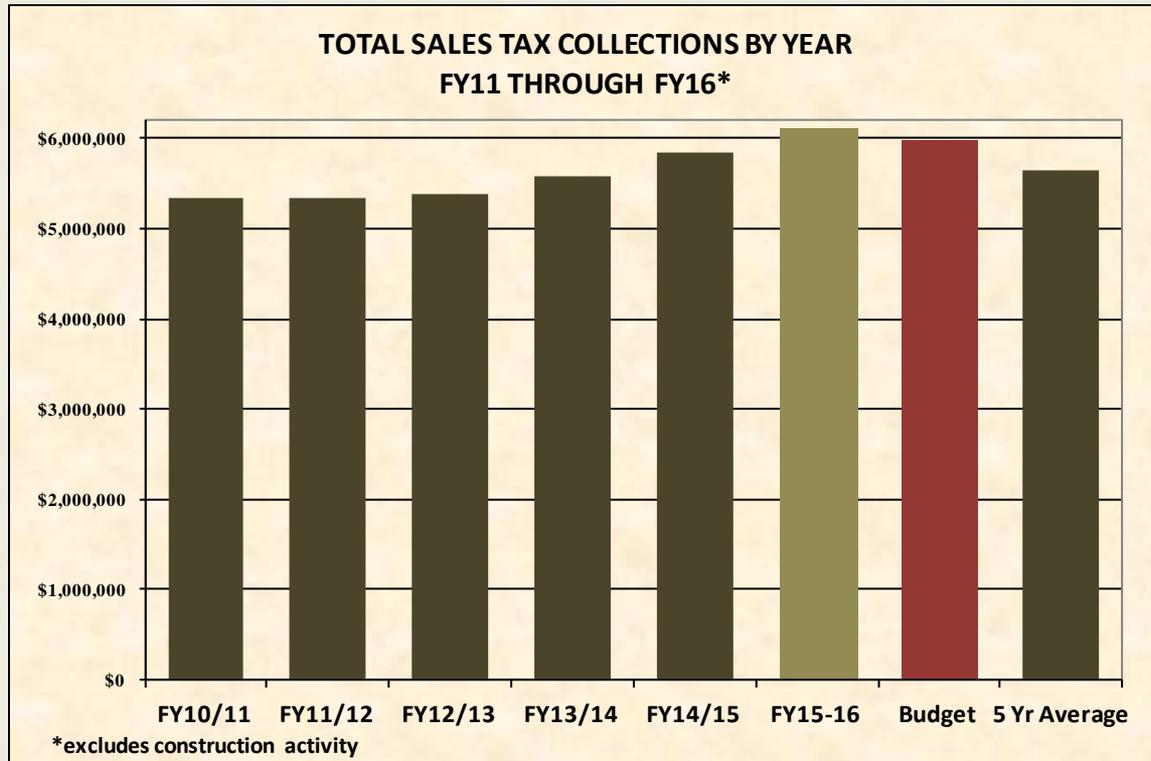
# STATE SHARED REVENUES

State Shared revenues represent 32.4% of Operating Fund revenue and is distributed to cities/towns based on population. Income tax is based on two years prior; VLT is now in HURF for pavement management.



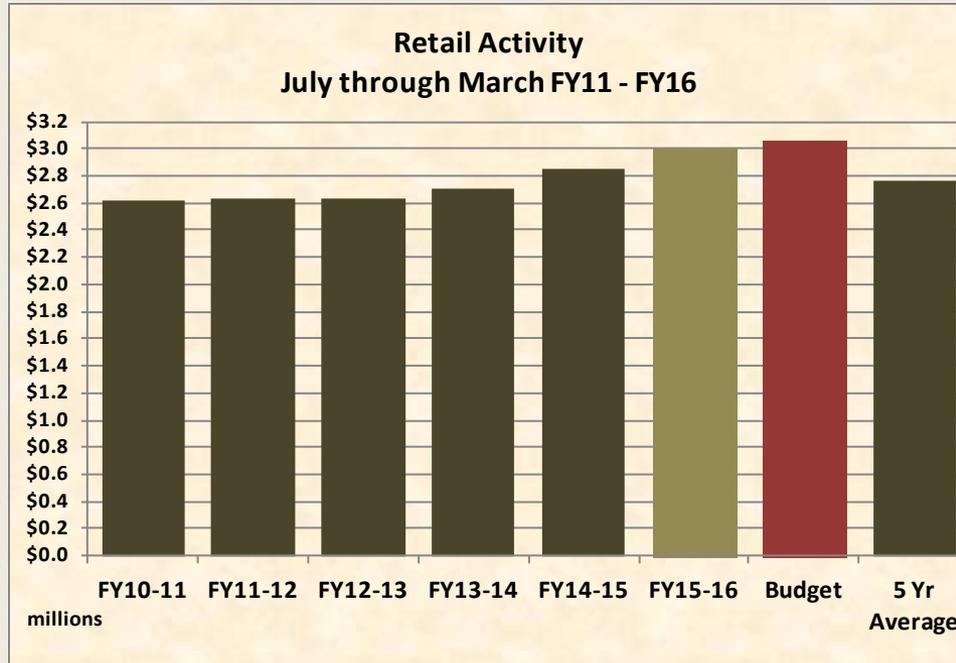
# LOCAL SALES TAX

Local Sales tax represents 52.6% of Operating Fund revenue. Increased 7.6% over prior year



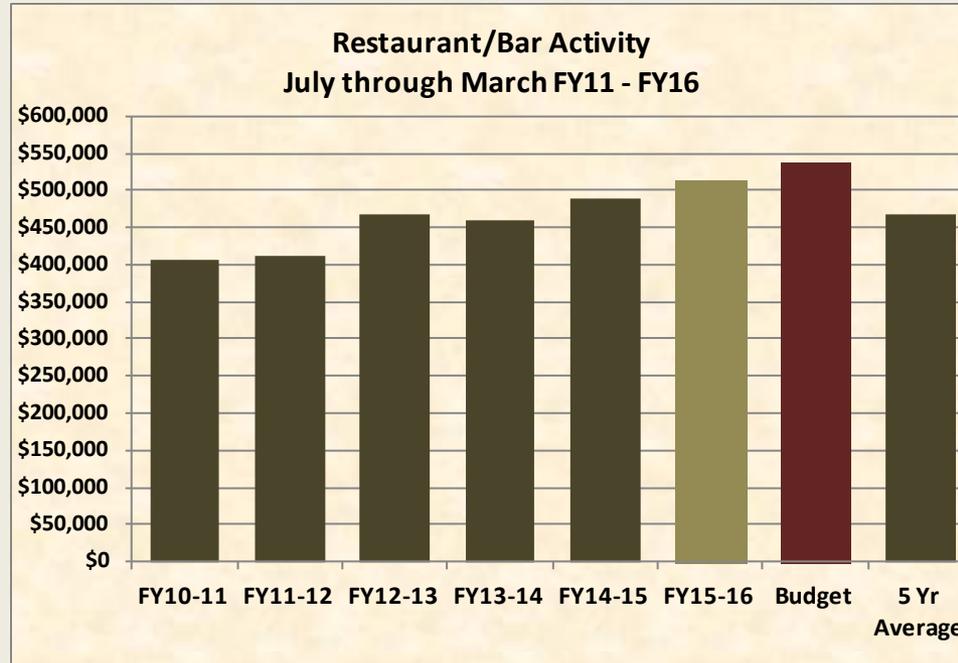
**\$6,113,612 = 102.1% OF BUDGET**

# LOCAL SALES TAX - RETAIL



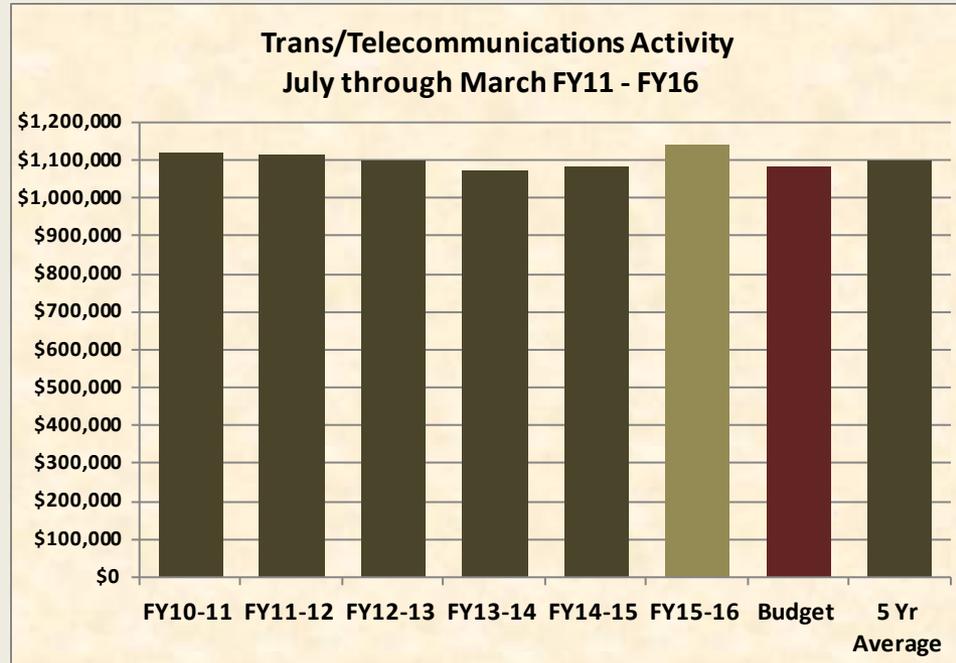
**\$3.0M = Increase of 5.0% over prior year**

# LOCAL SALES TAX - RESTAURANT



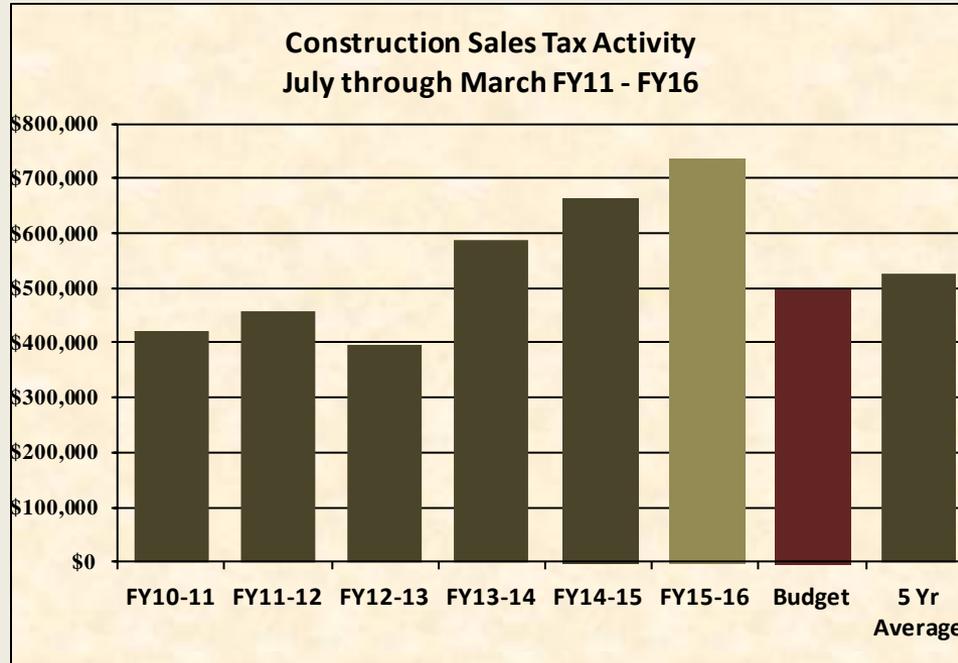
**\$513,411 = Increase of 5.2% over prior year**

# LOCAL SALES TAX - TELECOM



**\$1,139,476 = Increase of 5.5% from prior year**

# LOCAL SALES TAX - CONSTRUCTION

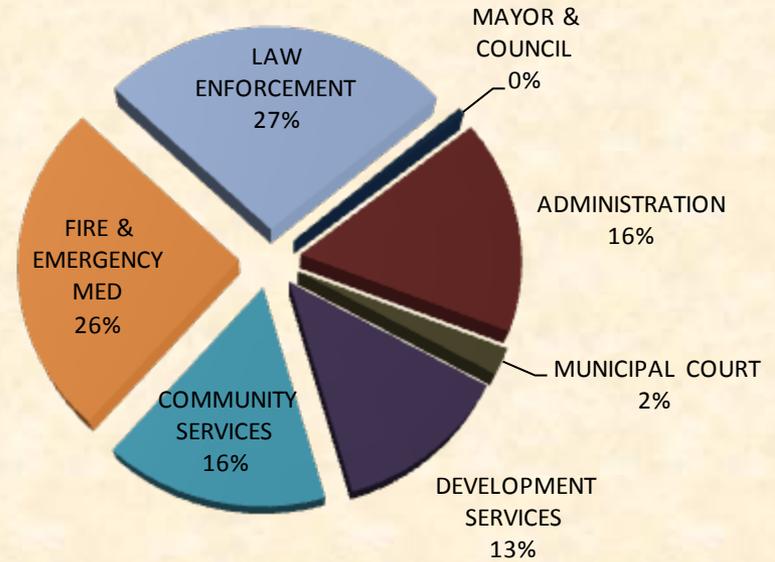


**\$735,933 = Increase of 10.9% over prior year**

**50% of this revenue funds capital projects**

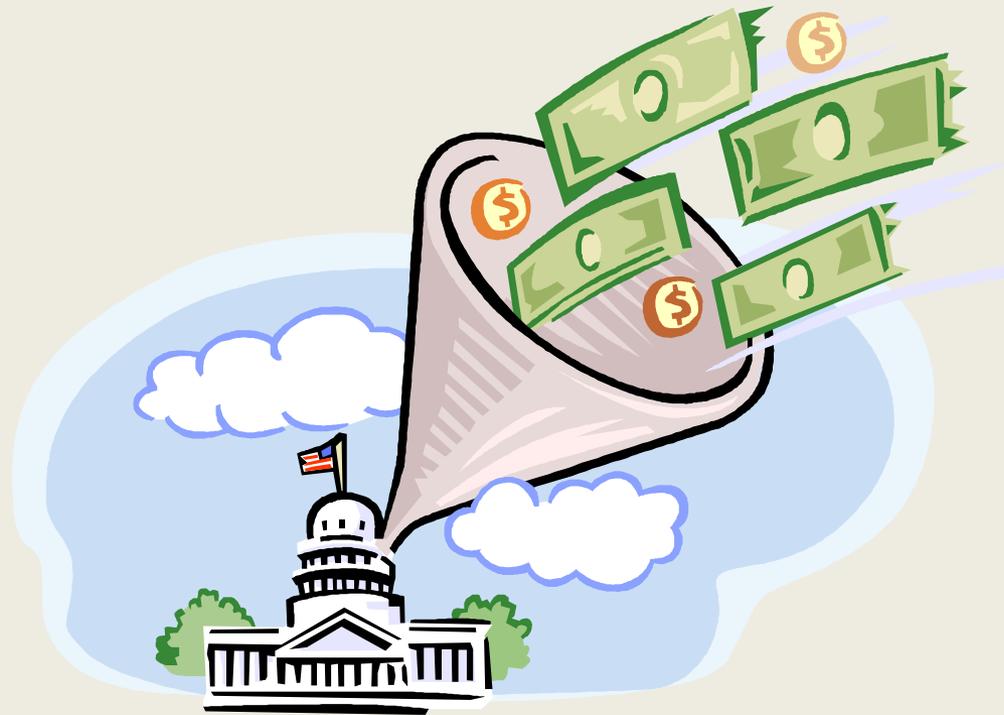
Compared to the corresponding period of last fiscal year, Operating Fund expenditures decreased by 0.3% from the same period.

### Operating Fund Expenditures by Department Nine Months Ending March 31, 2016



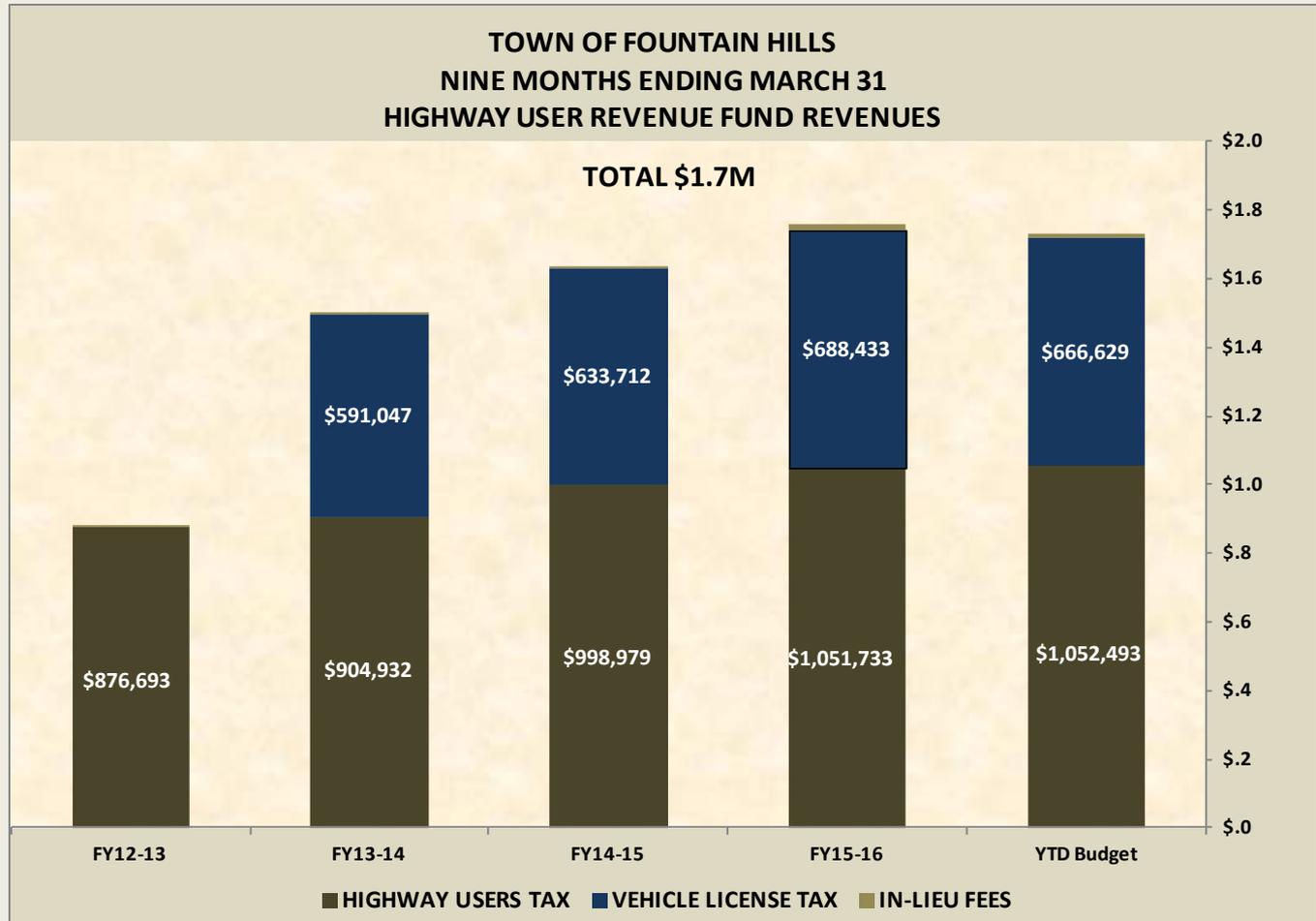
Department	3rd Qtr FY14-15	3rd Qtr FY15-16
	Expenditures	Expenditures
Mayor & Council	\$ 63,689	\$ 54,704
Administration	1,824,374	1,686,473
Municipal Court	213,659	214,412
Development Services	1,380,314	1,289,303
Community Services	1,714,435	1,629,672
Fire & Emergency Medical	2,579,771	2,619,344
Law Enforcement	2,496,252	2,743,083
<b>TOTAL</b>	<b>\$ 10,272,494</b>	<b>\$ 10,236,991</b>

# OTHER FUNDS



# HIGHWAY USER REVENUE FUND

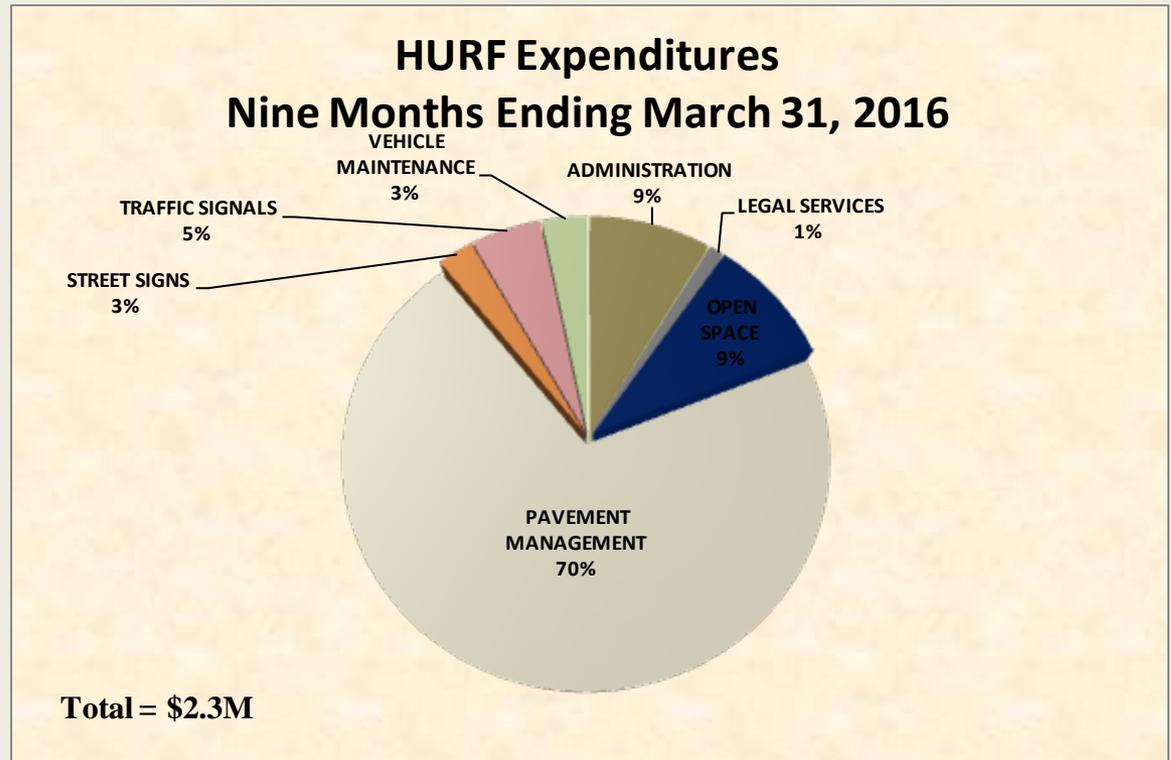
HURF revenues are derived from gasoline taxes and distributed based on population; VLT revenues are now included in HURF for pavement maintenance.



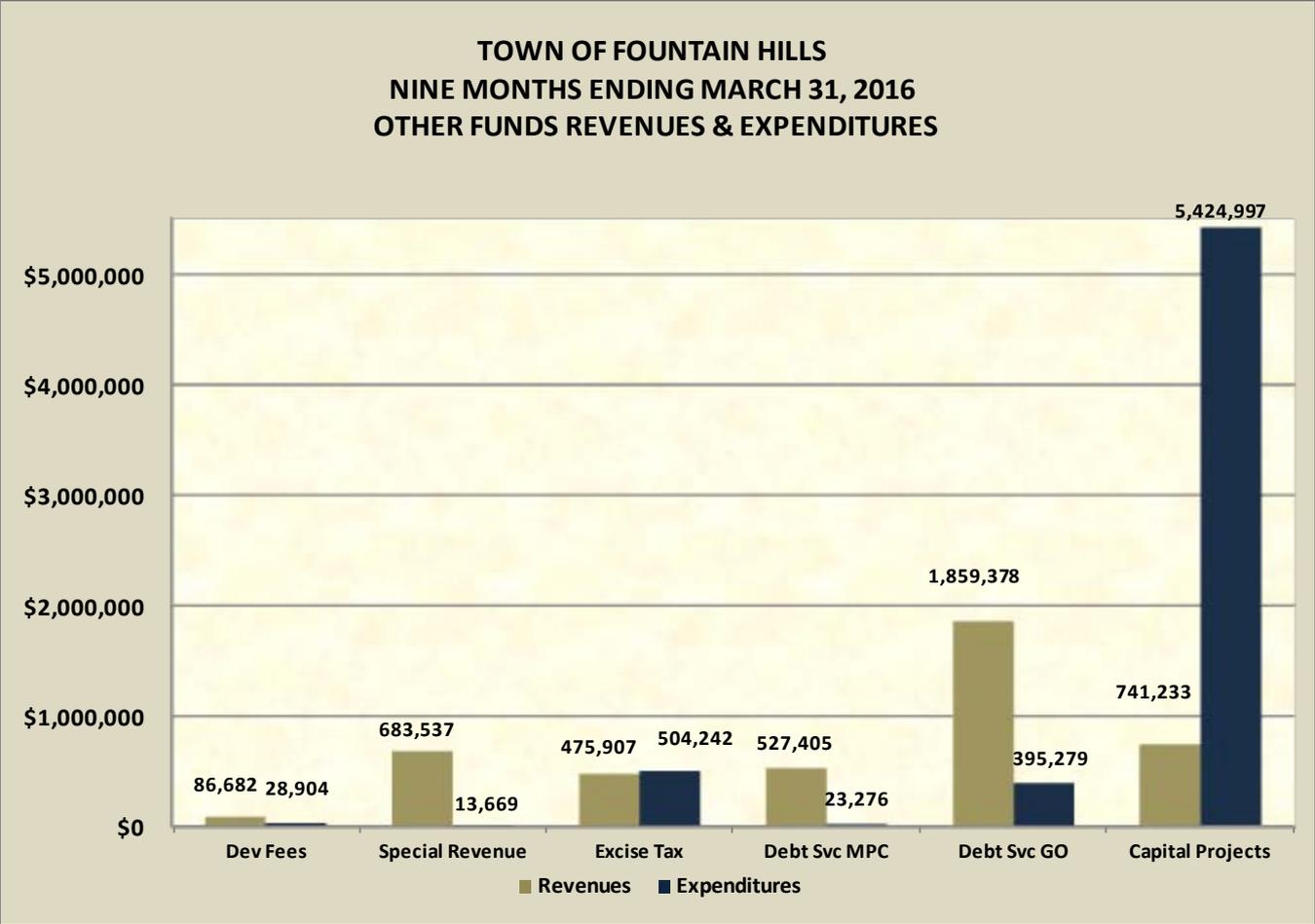
**\$1,765,507 = Increase of 7.3% from prior year  
(including Vehicle License Tax)**

# HURF EXPENDITURES

Council priority for FY15-16 is still pavement maintenance.



# RESTRICTED FUNDS



# FUND BALANCE

Fiscal Quarter-End Fund Balances (Unaudited)  
March 31, 2016

<b>Operating Funds</b>			
	Rainy Day Fund	\$ 2,624,843	
	General Fund	6,566,245	
	Public Art Fund	5,460	
	Internal Service Fund	(5,367)	
	Vehicle Replacement Fund	641,559	\$ 9,832,740
	<b>Highway User Revenue Fund (HURF)</b>	1,034,582	<b>1,034,582</b>
<b>Special Revenue Funds</b>			
	Special Revenue Fund	54,643	
	Court Enhancement Fund	290,616	
	Environmental Fund	335,758	
	Cottonwoods Maintenance District Fund	13,223	<b>694,240</b>
<b>Excise Tax Funds</b>			
	Downtown Strategy Fund	899,935	
	Economic Development Fund	109,940	
	Tourism Fund	41,840	<b>1,051,715</b>
<b>Debt Service</b>			
	General Obligation Debt Service Fund	1,793,573	
	Eagle Mountain CFD Debt Service Fund	346,389	
	MPC Debt Service Fund	624,755	<b>2,764,717</b>
<b>Capital Projects</b>			
	Capital Projects Fund	6,045,439	
	Facilities Replacement Fund	156,019	<b>6,201,458</b>
<b>Development Fees</b>			
	Law Enforcement	203,484	
	Fire & Emergency	100,966	
	Streets	-	
	Parks & Recreation	242,784	
	Open Space	1,675,244	
	Library/Museum	-	<b>2,222,478</b>
	<b>Grand Total</b>		<b>\$ 23,801,930</b>

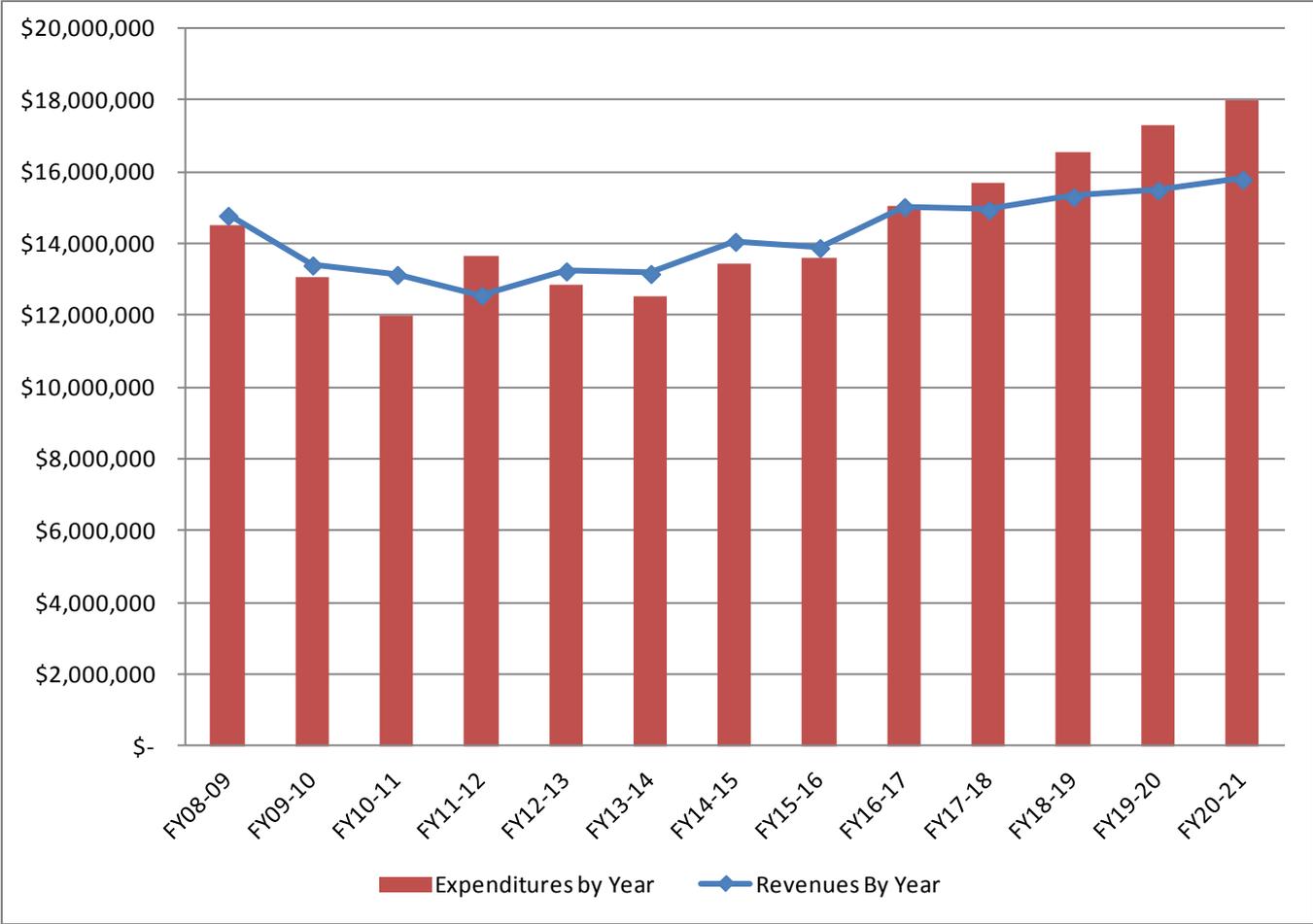
Fund balance includes Operating Fund reserves that are not available for appropriation; other funds are restricted for specific purposes.

Funds are invested only in government securities according to the Town's adopted investment policy.

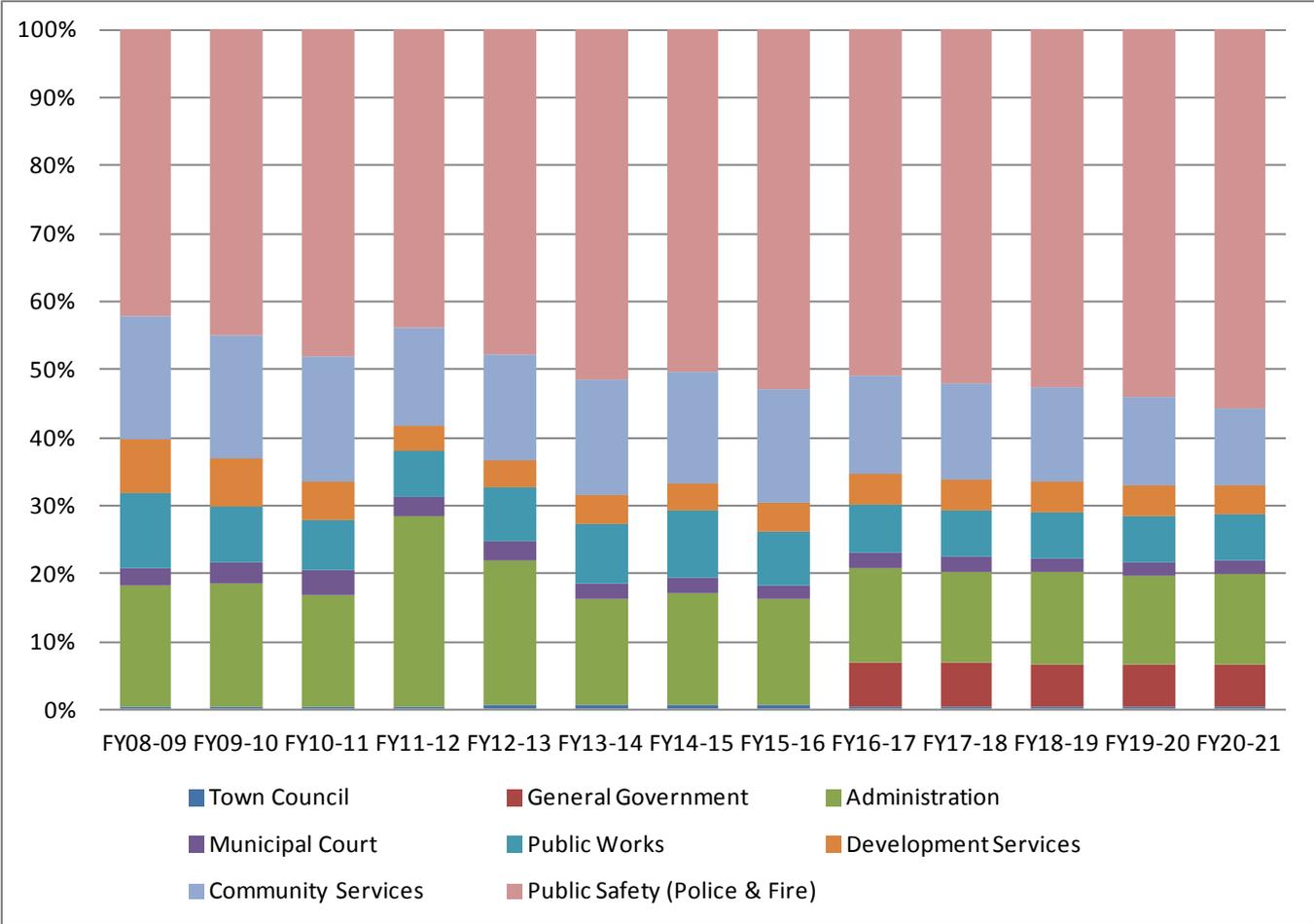
# SUMMARY

- Operating Fund revenues are 4.6% over budget and higher (6.3%) than last fiscal year
- Operating Fund expenditures are 2.6% under budget and 0.3% lower than last fiscal year
- Pavement management remains a priority and is funded through HURF and Vehicle License Tax revenues
- Reserve fund balances remain acceptable for all funds
- Local economic indicators remain stable

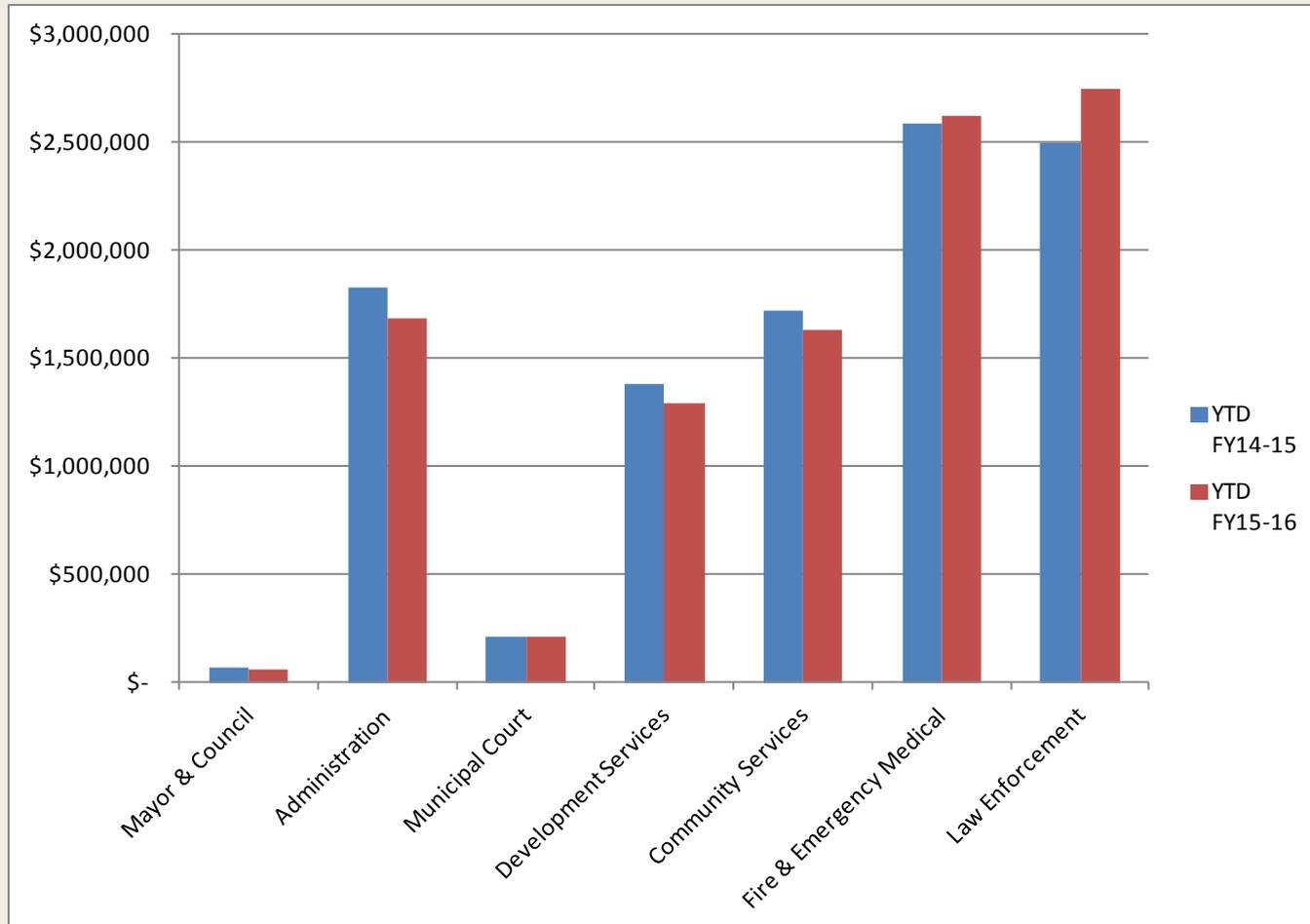
# REVENUES/EXPENDITURES BY YEAR



# COMPOSITION OF EXPENDITURES



# YTD EXPENDITURES BY DEPARTMENT

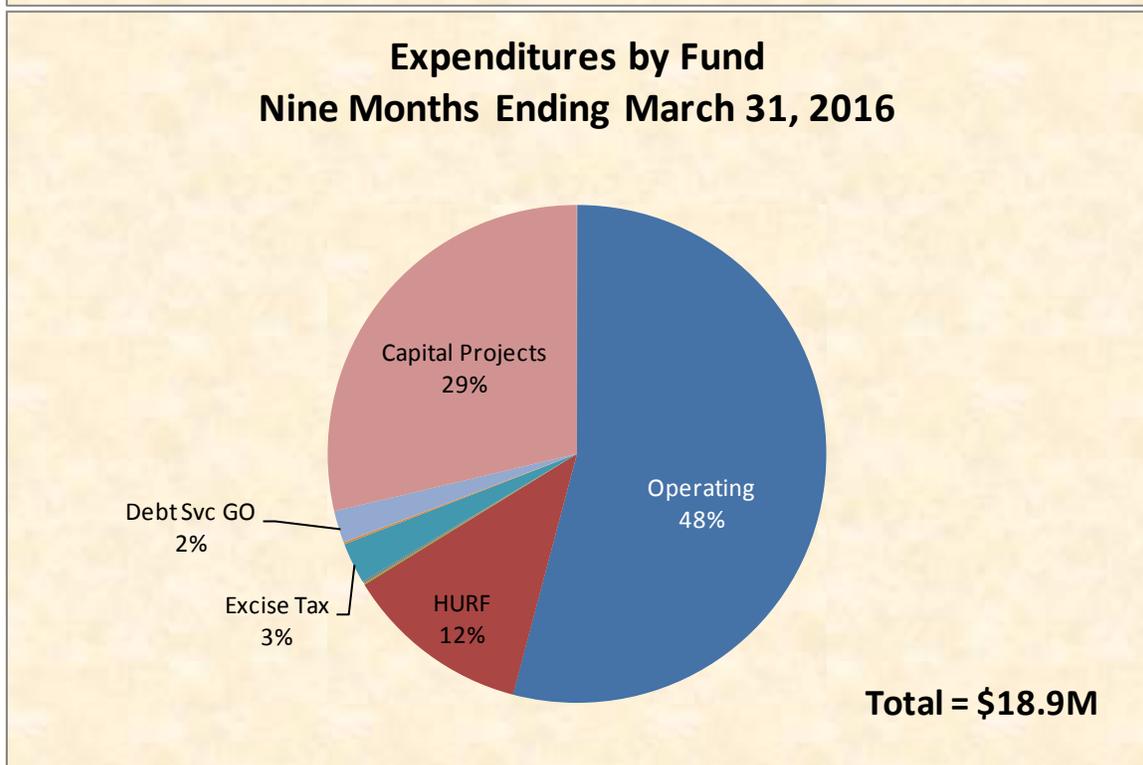
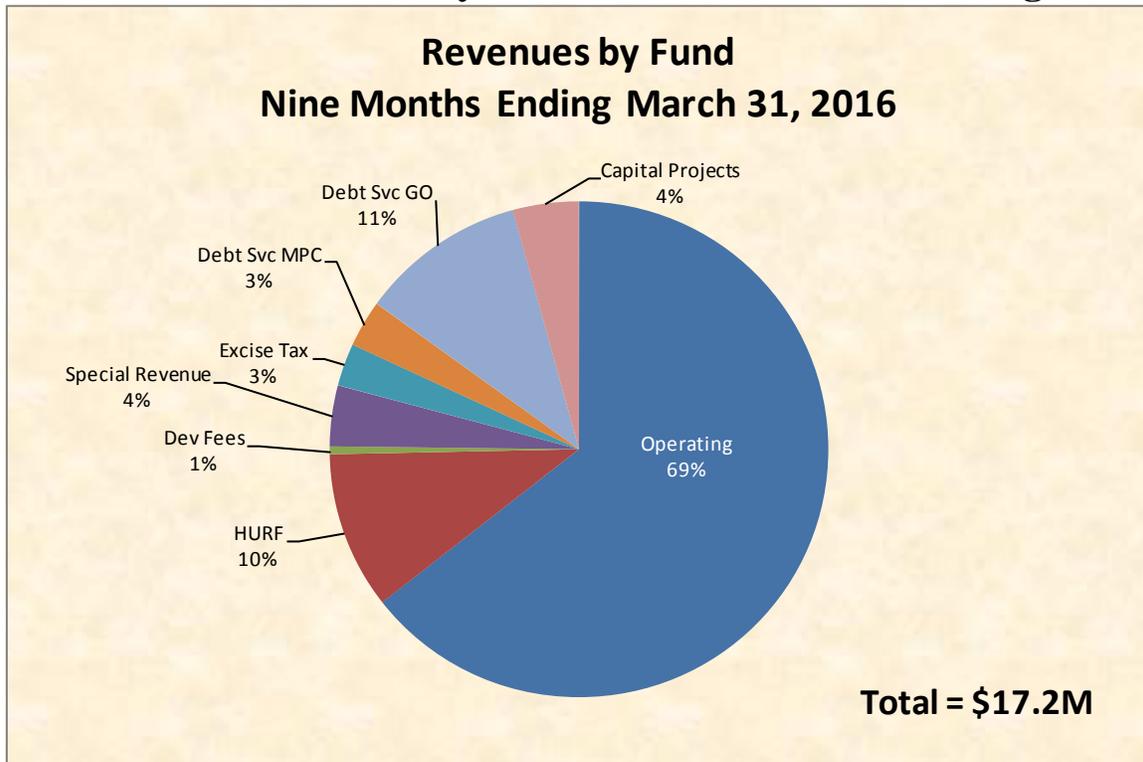


**TOWN OF FOUNTAIN HILLS**  
**QUARTERLY BUDGET REPORT**  
**NINE MONTHS ENDING MARCH 31, 2016**





## Where does the money come from and where does it go?

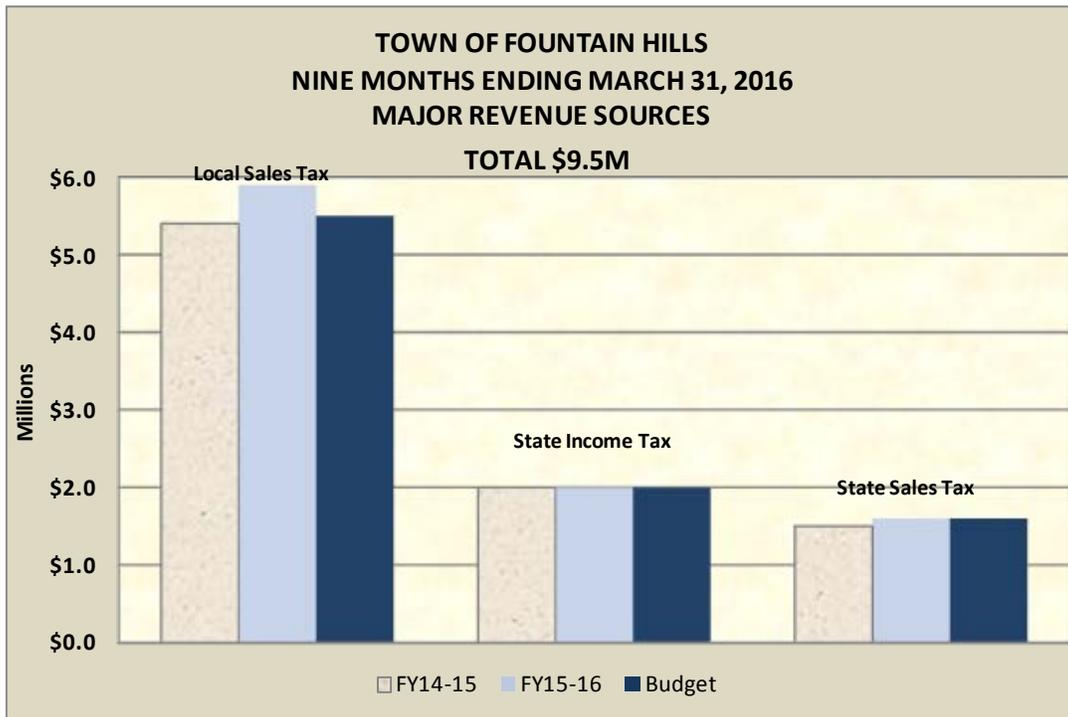




## *Operating Fund Revenues*

For the nine month period ending March 31, 2016, total Operating Fund revenues (General Fund, Public Art Fund, Internal Service Funds) were received at 104.6% of budgeted amounts and \$664,070 higher than the same time period last fiscal year (an increase of 6.3%). Categories where revenues are higher than the previous year are the local sales tax (up 7.6%), State sales tax (up 4.4%) as well as Licenses & Permits (up 10.4%). Total Operating Fund revenues for this fiscal period are \$11,136,648.

	<b>FY14-15 Actual</b>	<b>FY15-16 Actual</b>	<b>% YTD FY15-16 Budget</b>	<b>Year End Estimate</b>
Operating Fund	\$10,472,578	\$11,136,648	104.6%	\$14,194,983



The three major revenues in the chart above represent 85.0% of Operating Fund revenues, and as such, provide key indicators of the Town's overall economic condition and performance. Local sales tax collections have increased back to FY09 levels (7.6% over the same period last year). This total includes construction activity of which 50% is transferred to the Capital Projects Fund. State sales tax is 4.4% higher and income taxes are 0.5% lower than last year as projected; vehicle license taxes are 8.6% higher compared to last year (this revenue source is derived from vehicle registrations and is now included in the HURF fund). Overall, these major revenue sources are at 103.7% of the budget for the fiscal year.



**State Shared Revenues**

State Shared Revenues include a distribution of the State income and sales taxes returned to the Town based on its population in relation to the total population of all incorporated cities and towns. The income tax funds are distributed from tax collections from two years prior to the fiscal year in which the Town receives the funds. Sales taxes are distributed to cities and towns three months after the actual sales activity occurs. These revenues are distributed monthly through a distribution from the State Treasurer’s Office. The revenues from these categories total \$3,607,454 which is only \$56,017 or 1.6% higher than the same time period last year – the increase in revenue was anticipated based on projections by the Arizona League of Cities and Towns.

	<b>FY14-15 Actual</b>	<b>FY15-16 Actual</b>	<b>% YTD FY15-16 Budget</b>	<b>Year End Estimate</b>
State Income Tax	\$2,041,824	\$2,030,755	100.0%	\$2,707,673
State Sales Tax	1,509,613	1,576,699	97.9%	2,148,444

**Local Sales Tax (2.6%)**

The fiscal YTD revenue for this category totals \$6,849,545 (including all funds), which is 105.6% of projections. Compared to the same time period as last year, the total revenues are 5.1% higher.

Wholesale/Retail: A retail sales tax of 2.6% is collected for the sale of all tangible personal property including grocery, clothing, home and garden, autos and other related retail activity. This revenue source is sensitive to changes in the economy and can fluctuate from one fiscal year to another. The revenues for this category total \$3,001,660 which is 98.3% of projections; compared to last fiscal year, revenues increased by 5.0%.

Restaurants/Bars: Food and liquor sales are taxed at a rate of 2.6% in the Town. The revenues for this category total \$513,411, which is 95.5% of projections; compared to last fiscal year, revenues are up by 5.2% and higher than any other previous year.

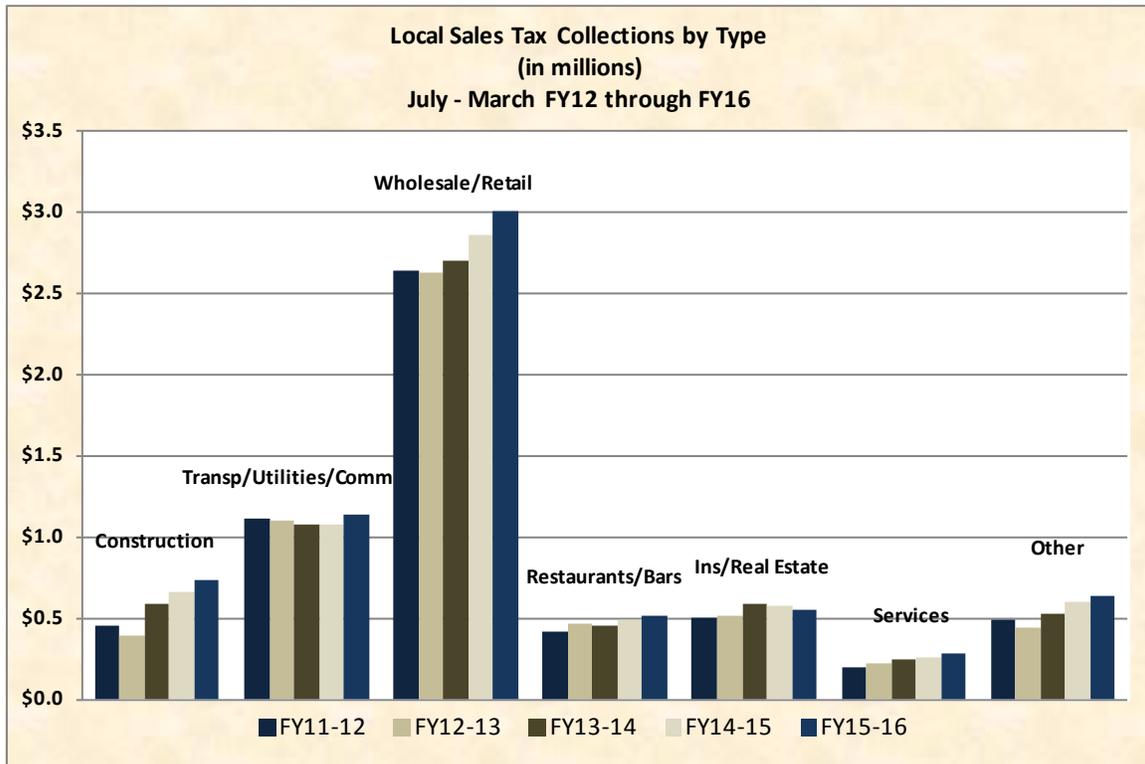
Communications/Utilities/Transportation: Utilities, such as Chaparral City Water, cellular telephone companies and Century Link, are taxed at a rate of 2.6% in the Town as well as cellular phone charges. The revenues for this category total \$1,139,476, which is 105.5% of what was anticipated; compared to last fiscal year, revenues are up by 5.5%.

Construction Contracting: This revenue is generated from the 2.6% tax on new home and business construction as well as improvements to real property. Like retail sales tax, this revenue source is considered to be volatile as it is strongly impacted by changes in the economy. The largest sources of revenues in this category come from residential homebuilders. The revenues for this category total \$735,933, which is 147.8% of what was budgeted; compared to last fiscal



year, revenues are up 10.9%. The Council has dedicated 50% of this revenue to the Capital Projects Fund for future appropriation.

	<b>FY14-15 Actual</b>	<b>FY15-16 Actual</b>	<b>% YTD FY15-16 Budget</b>	<b>Year End Estimate</b>
Local Sales Tax	\$6,518,422	\$6,849,545	105.6%	\$8,647,150



Local sales tax makes up 52.6% of Operating Fund revenues; for the period ending March 31, 2016, collections were \$6.8M for all funds (\$5.9M in the Operating Fund). Retail and restaurant/bar activities represent 51.3% of total collections; telecommunications and utilities represent another 16.6%. Construction revenues collected this fiscal period total \$735,933, which is a 10.9% increase over last fiscal year. Wholesale/retail sales tax collections increased 5.0% over the same period last year; restaurant/bar collections are up 5.2% from the same period last year.



**Building Permit Revenue**

Revenues in this category include both commercial and residential permitting activity with the majority of revenues coming from residential activity. This fiscal period, revenues for this category total \$82,449 or 42.6% of the period budget. New housing permits issued for the fiscal period are 29 single family, 2 multi-family and 1 commercial.

	<b>FY14-15 Actual</b>	<b>FY15-16 Actual</b>	<b>% YTD FY15-16 Budget</b>	<b>Year End Estimate</b>
Building Permit Fees	\$121,694	\$82,449	42.6%	\$257,755

**Court Revenue**

This category summarizes several revenue funds collected by the court. The court generates various revenues through fines, sanctions and court orders. These fines include criminal, civil, Town code violations and diversion fees for defensive driving school attendees. Reimbursement fees for required background checks, incarceration costs, and Public Defender costs are also collected by the court and included in this category. This fiscal period, revenues for this category total \$144,451 which is \$19,756 (15.8%) more than last year’s same fiscal period and 131.0% of the budgeted amount.

	<b>FY14-15 Actual</b>	<b>FY15-16 Actual</b>	<b>% YTD FY15-16 Budget</b>	<b>Year End Estimate</b>
Court Fines & Fees	\$124,695	\$144,451	131.0%	\$147,011

**License Revenue**

Revenues in this category include both business and animal licensing activity with the majority of revenues coming from business licenses. Current fiscal revenues for these two categories total \$138,795 or 122.2% of the fiscal period budget.

	<b>FY14-15 Actual</b>	<b>FY15-16 Actual</b>	<b>% YTD FY15-16 Budget</b>	<b>Year End Estimate</b>
Business License Fees	\$100,834	\$110,055	133.9%	\$109,575
Animal License Fees	30,215	28,740	91.6%	41,832



## **Operating Fund Expenditures**

The Operating Fund accounts for most of the day to day operations of the Town, including Police, Fire and Emergency Medical Services, Development Services, Community Services, Court, Council and Administration functions. At the end of the third quarter, 97.4% of the period budget has been expended.

<b>FY15-16 Expenditures by Category - YTD Ending March 31 - Operating Funds</b>				
	<b>YTD FY14-15</b>	<b>YTD FY15-16</b>	<b>% YTD FY15-16 Budget</b>	<b>FY15-16 Budget</b>
Wages and Benefits	\$ 2,317,654	\$ 2,355,613	96.9%	\$ 3,241,546
Supplies and Services	370,370	344,767	86.7%	530,221
Contractual Services	5,819,010	6,324,996	98.9%	8,524,114
Maintenance/Utilities	822,571	652,486	83.3%	1,044,350
Capital Expenditures	23,586	84,687	246.7%	45,775
Internal Transfers/Contingency	919,303	474,442	100.7%	628,420
<b>Grand Total all Categories</b>	<b>\$ 10,272,494</b>	<b>\$ 10,236,991</b>	<b>97.4%</b>	<b>\$ 14,014,426</b>

- Salaries and benefits represent one fourth (23.0%) of the total Operating Fund budget and accounts for all staff with the exception of streets employees who are funded through a separate Highway User Revenue Fund (HURF).
- Supplies and Services, including Utilities represents 3.4% of the total Operating Fund budget and includes items such as facility maintenance, utilities, office supplies, insurance, software, etc. These types of expenditures can be controlled to avoid expending more than revenues received.
- Contractual services represent 61.8% of the Operating Fund budget and include contracts for law enforcement (Maricopa County Sheriff's Office) and fire and emergency medical services (Rural Metro). The Town utilizes contracts for specialized or one-time services that do not require the addition of full time staff.
- Internal Transfers are charged to the Operating Fund budget by department and transferred to provide monies for future scheduled replacement of vehicles and equipment. Also includes transfers that are made at the end of the fiscal year from the Operating Fund (Community Center) to the Debt Service Fund for the annual bond repayment due in June as well as contingency and other minor expenditures.



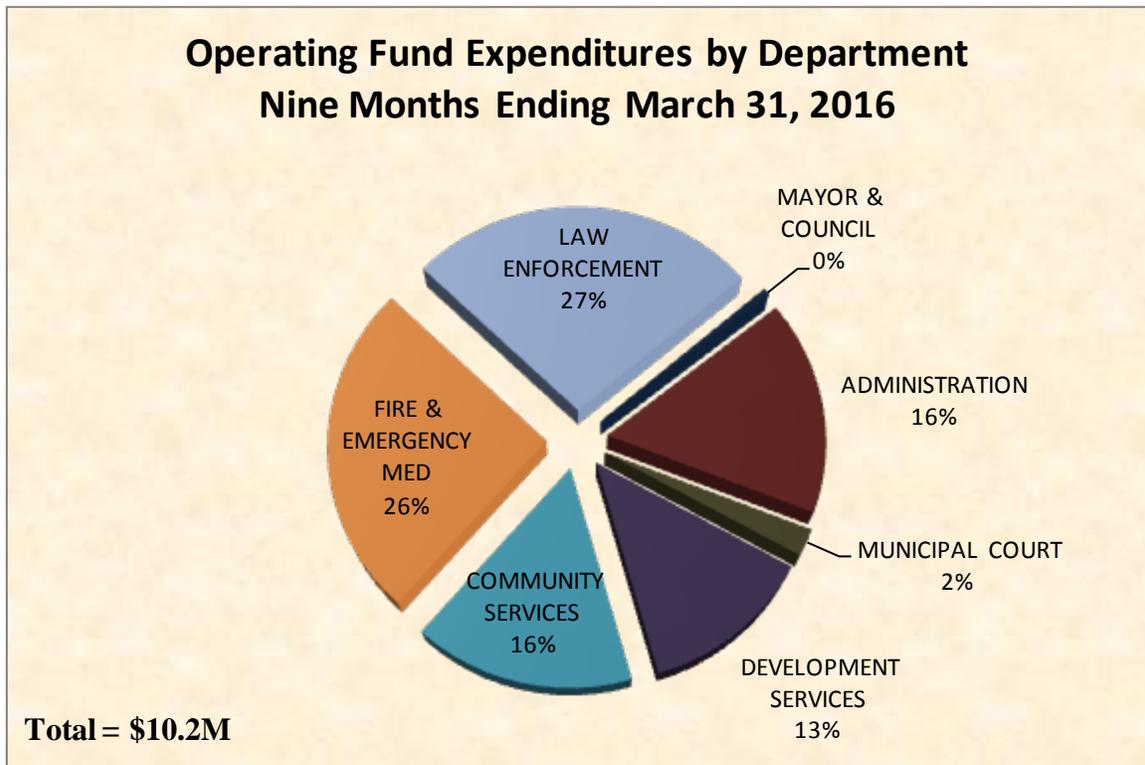
## Department summary

Expenditures by Department - YTD Ending March 31				
	FY14-15 Actual	FY15-16 Actual	% YTD FY15-16 Budget	FY15-16 Budget
Mayor & Council	\$ 63,689	\$ 54,704	91.1%	\$ 80,084
Administration	1,824,374	1,686,473	95.5%	2,353,870
Municipal Court	213,659	214,412	103.2%	277,107
Development Services	1,380,314	1,289,303	93.7%	1,835,524
Community Services	1,714,435	1,629,672	95.2%	2,282,074
Fire & Emergency Medical	2,579,771	2,619,344	99.7%	3,501,797
Law Enforcement	2,496,252	2,743,083	99.3%	3,683,970
<b>TOTAL</b>	<b>\$ 10,272,494</b>	<b>\$ 10,236,991</b>	<b>97.4%</b>	<b>\$ 14,014,426</b>

- The Mayor & Council and Municipal Court budgets represent a total 0.5% of the Operating Fund expenditures.
- Administration includes the Town Clerk, Town Manager, Finance, Human Resources, Volunteer Program, Economic Development, Information Technology and Customer Service and represents 16.5% of the Operating Fund budget. The Department is responsible for business recruitment and retention, Town Manager activities, all licensing activity (business, animal, liquor), customer service, audits, public meetings, Channel 11, Town website, elections, Town Attorney, Town Prosecutor, budget and financial reporting, etc.
- Development Services (12.6% of Operating Fund expenditures) includes programs such as public works, engineering, traffic and capital projects, open space maintenance, stormwater management, and facilities maintenance. Divisions included in Development Services are Planning, Zoning, Code Enforcement, Environmental, Facilities Maintenance, Building Safety, and Mapping & Graphics.
- Community Services (15.9% of Operating Fund expenditures) includes the Town's park system (Fountain Park, Golden Eagle Park, Four Peaks Neighborhood Park, and Desert Vista Neighborhood Park), recreation programs for youth, adults and seniors. The Community Center serves the community as a meeting or special event location as well as daytime activities for Seniors. This department includes the cost of the annual debt service payment that is transferred to the Debt Service Fund each year to cover the semi-annual payments in December and June.
- Fire & Emergency Medical Services represents 25.6% of the Operating Fund budget and includes the contract with Rural Metro for fire and emergency medical services; the budget also includes expenditures for maintenance of the fleet which is Town owned, fire stations and equipment.



- Law Enforcement represents 26.8% of the Operating Fund budget and includes the contract with Maricopa County Sheriff's Office as well as costs for jail incarceration fees, which are costs for holding individuals at the jails and billed by Maricopa County. The Town also has a contract with Maricopa County for animal control and shelter services that is included within the Law Enforcement budget.



## **Other Funds:**

- Highway User Revenue Fund (Streets)
- Excise Tax (Downtown Strategy, Economic Development and Tourism)
- Special Revenue (Grants)
- Capital Projects
- Development Fees





## Highway User Revenue Fund (HURF) – Streets

<b>HURF Revenues by Program - YTD Ending March 31</b>				
	<b>YTD FY14-15</b>	<b>YTD FY15-16</b>	<b>% YTD FY15-16 Budget</b>	<b>FY15-16 Budget</b>
State Shared Revenues	\$ 1,632,691	\$ 1,740,166	101.2%	\$ 2,292,162
In Lieu Fees	3,022	18,060	200.7%	12,000
Transfers	562	-	0.0%	-
Miscellaneous & Other	8,991	7,281	154.1%	6,300
<b>Grand Total HURF</b>	<b>\$ 1,645,266</b>	<b>\$ 1,765,507</b>	<b>101.9%</b>	<b>\$ 2,310,462</b>

This fund supports most of the Town's street and traffic operations and is managed by the Development Services Department. More revenues were received than budgeted; however, expenditures still exceeded the anticipated resources. The fund is primarily supported by the State Highway User Revenue Fund (59.6%), Vehicle License Taxes (39.0%) and from payments for construction in the rights of way (in lieu payments). HURF revenues are distributed partially on a population formula and partially on the county of origin for gasoline sales. There is a State constitutional restriction that these funds be used solely for street and highway purposes. The Town bills contractors when they make cuts in the Town's rights of way and has recovered \$18,060 for in lieu fees. Restitution fees are recovered from damage to Town property as a result of vehicle accidents and included in miscellaneous & other.

<b>HURF Expenditures by Program - YTD Ending March 31</b>				
	<b>YTD FY14-15</b>	<b>YTD FY15-16</b>	<b>% YTD FY15-16 Budget</b>	<b>FY15-16 Budget</b>
Administration	\$ 109,025	\$ 196,535	118.6%	\$ 220,860
Adopt A Street	2,377	2,350	74.1%	4,227
Legal Services	22,716	21,942	91.0%	32,136
Open Space	170,845	211,742	80.6%	350,309
Pavement Maintenance	227,939	1,603,742	121.4%	1,761,276
Street Signs	52,428	58,187	81.6%	95,098
Street Sweeping	65,544	-	0.0%	-
Traffic Signals	84,407	114,285	54.8%	278,145
Vehicle Maintenance	57,669	73,101	91.9%	106,070
<b>Grand Total HURF</b>	<b>\$ 792,950</b>	<b>\$ 2,281,884</b>	<b>106.8%</b>	<b>\$ 2,848,121</b>

- The Administration program for the Streets division includes activities that are not directly related to a program, for example, insurance, fuel, utilities, etc.



- Open Space program includes maintenance of the medians; the largest component of this category is the contract for landscaping and water usage.
- Pavement Maintenance program includes personnel costs related to road repair and maintenance, such as pot holes and curb replacement. A major expenditure for pavement maintenance has been deferred until the next fiscal year to allow funds to accumulate.
- Street Signs program includes personnel and maintenance costs for the Town's street signs.
- Street Sweeping program's major expenditure is the contract costs for street sweeping. Arterial streets are swept every three weeks and residential streets every eight weeks.
- Traffic Signals program includes personnel and electric costs for the Town's Traffic signals. Costs include hardware and programs for maintenance and synchronization of the signals.
- Vehicle Maintenance program includes personnel as well as costs to maintain the Town's fleet of vehicles and heavy equipment.



**Excise Tax - All Funds (Downtown Strategy, Economic Development, Tourism)**

<b>Excise Tax Revenues - All Funds - YTD Ending March 31</b>				
	<b>YTD FY14-15</b>	<b>YTD FY15-16</b>	<b>% YTD FY15-16 Budget</b>	<b>FY15-16 Budget</b>
Revenues	\$ 471,250	\$ 475,907	109.5%	\$ 579,342

These funds are separate operating funds from the Town’s Operating Fund and they support the Town’s downtown strategy, economic development including business retention program, and tourism. Beginning in FY14-15, the Excise Tax Fund was separated into two separate functions supported by a portion of the local sales (excise) tax (.1% of the 2.6%). Downtown Strategy’s focus is for infrastructure improvements and development; Economic Development’s focus is dedicated to Town-wide economic development and the Economic Development Plan implementation. The Economic Development Fund also provides the funding for the Tourism Fund.

<b>Excise Tax Funds Expenditures by Category - YTD Ending March 31</b>				
	<b>YTD FY14-15</b>	<b>YTD FY15-16</b>	<b>% YTD FY15-16 Budget</b>	<b>FY15-16 Budget</b>
Wages and Benefits	\$ 82,665	\$ 122,225	96.3%	\$ 169,218
Supplies and Services	18,021	21,246	78.5%	36,076
Contractual Services	117,015	153,689	106.0%	193,397
Maintenance/Utilities	803	5,863	15.3%	51,050
Internal Transfers	1,227,600	201,220	43.4%	617,826
Grand Total all Categories	\$ 1,446,104	\$ 504,243	63.0%	\$ 1,067,567

- Wages and benefits, which represent 24.2% of the total Excise Tax operating budget, is the second largest component of expenditures after contractual services.
- Supplies and Services represents 4.2% of the total Excise Tax budget and includes items such as office supplies, insurance, software, etc. These types of expenditures can be controlled to avoid expending more than revenues received.
- Contractual services and supplies represent 30.5% of the budget and include contracts for downtown holiday lighting, Greater Phoenix Economic Council (GPEC), and planned professional services for marketing strategies.
- Internal/Transfers reflect the expenditures in the Capital Projects Fund for the Avenue of the Fountains median project in FY 14-15 and the funding for the tourism program,



## **Development Fees**

These fees are placed into restricted funds with revenues paid by developers at the time of new residential and commercial construction permits. The decrease in permit activity over the same time period as last year is related to the development fee study that implemented new fees as of August 1, 2014. The study was presented to the public at a Public Hearing in February, 2014 and resulted in the elimination of several categories of fees and changes in the remaining categories.

During the first nine months of this fiscal year, there have been thirty two (32) permit applications including development fees.

<b>FY15-16 Revenues by Category - YTD Ending March 31 - Development Fees</b>				
	<b>FY14-15 Actual</b>	<b>FY15-16 Actual</b>	<b>% YTD FY15-16 Budget</b>	<b>FY15-16 Budget</b>
Law Enforcement	\$ 730	\$ -	0.0%	\$ -
Fire/Emergency	16,933	29,839	149.7%	26,580
Streets	33,804	-	0.0%	-
Parks/Rec	53,039	41,820	71.4%	78,060
Open Space	11,122	15,023	333.8%	6,000
Library/Museum	487	-	0.0%	-
General Government	-	-	0.0%	-
<b>Grand Total All Funds</b>	<b>\$ 116,115</b>	<b>\$ 86,682</b>	<b>104.5%</b>	<b>\$ 110,640</b>

<b>FY15-16 Expenditures by Category - YTD Ending March 31 - Development Fees</b>				
	<b>FY14-15 Actual</b>	<b>FY15-16 Actual</b>	<b>% YTD FY15-16 Budget</b>	<b>FY15-16 Budget</b>
Law Enforcement	\$ -	\$ -	0.0%	\$ 203,484
Fire/Emergency	-	-	0.0%	67,202
Streets	-	-	0.0%	-
Parks/Rec	-	-	0.0%	-
Open Space	403	404	100.7%	535
Library/Museum	-	-	0.0%	-
<b>Grand Total All Funds</b>	<b>\$ 403</b>	<b>\$ 404</b>	<b>0.2%</b>	<b>\$ 271,221</b>



## **Capital Projects Fund**

Capital projects are funded with accumulated reserves that were surplus revenues in the Operating Fund in addition to 50% of sales tax revenues that are derived from construction activity. Some projects are funded with proceeds from grants or developers; the table below is a summary of revenues for the year-to-date period ending March 31, 2016.

<b>FY15-16 Capital Projects Fund Revenues - YTD Ending March 31</b>			
	<b>YTD FY15-16 Actual</b>	<b>% FY15-16 Budget</b>	<b>FY15-16 Budget</b>
Construction Sales Tax	\$ 367,967	110.8%	\$ 332,035
Developer Fee	-	0.0%	-
Bond Proceeds	-	0.0%	-
Grants	64,615	3.6%	1,790,000
Misc.	119,407	77.5%	154,082
Interest Income	48,351	402.9%	12,000
Transfers In	59,137	7.9%	745,686
<b>Grand Total CIP Fund</b>	<b>\$ 659,477</b>	<b>21.7%</b>	<b>\$ 3,033,803</b>



The table below summarizes the projects that were included in the current year budget including the original budgeted expenditure, the year to date expenditures and the percentage of fiscal year end expenditures. Some of the projects have not started yet and therefore have no expenditures.

<b>FY15-16 Expenditures by Category - YTD Ending March 31 - Capital Projects</b>			
	<b>YTD FY15-16 Actual</b>	<b>% FY15-16 Budget</b>	<b>FY15-16 Budget</b>
D6030 DRAINAGE-ASHBROOK WASH C	\$ 565,695	26.4%	\$ 2,145,000
D6047 MISC DRAINAGE IMPROVEMEN	-	0.0%	50,000
E8502 DOWNTOWN VISION PLAN-PHA	-	0.0%	200,000
F4005 FIRE STATION 2 RELOCATIO	996	0.0%	3,650,000
P3011 FOUNTAIN PARK, PHASE VI	247,077	27.1%	911,000
P3022 FOUNTAIN LAKE WATER QUAL	13,600	6.8%	200,000
P3025 ADERO CANYON TRAILHEAD	2,394	9.7%	24,614
S6005 SHEA BLVD WIDENING	99,291	9.9%	1,000,000
S6010 SAGUARO BLVD RECONSTRUCT	4,192,017	83.8%	5,000,000
S6053 FOUNTAIN HILLS BLVD SHOU	-	0.0%	500,000
S6057 MCDOWELL MOUNTAIN ROAD R	-	0.0%	65,000
T5011 TS-PALISADES & SAGUARO	273,968	72.1%	380,000
CONTINGENCY	29,959	11.2%	267,271
<b>Grand Total Capital Projects</b>	<b>\$ 5,424,997</b>	<b>37.7%</b>	<b>\$ 14,392,885</b>



## Fund Balances/Reserves

The Town maintains several funds, some of which are restricted for specific purposes; the Operating Fund is the Town's main operating fund and has sufficient reserves that satisfy the Town's fund balance policy. Development fees are restricted for projects that are related to growth and the Economic Development/Downtown Strategy Funds are designated for downtown development.

Fiscal Quarter-End Fund Balances (Unaudited)  
March 31, 2016

<b>Operating Funds</b>			
	Rainy Day Fund	\$ 2,624,843	
	General Fund	6,566,245	
	Public Art Fund	5,460	
	Internal Service Fund	(5,367)	
	Vehicle Replacement Fund	641,559	<b>\$ 9,832,740</b>
<b>Highway User Revenue Fund (HURF)</b>		1,034,582	<b>1,034,582</b>
<b>Special Revenue Funds</b>			
	Special Revenue Fund	54,643	
	Court Enhancement Fund	290,616	
	Environmental Fund	335,758	
	Cottonwoods Maintenance District Fund	13,223	<b>694,240</b>
<b>Excise Tax Funds</b>			
	Downtown Strategy Fund	899,935	
	Economic Development Fund	109,940	
	Tourism Fund	41,840	<b>1,051,715</b>
<b>Debt Service</b>			
	General Obligation Debt Service Fund	1,793,573	
	Eagle Mountain CFD Debt Service Fund	346,389	
	MPC Debt Service Fund	624,755	<b>2,764,717</b>
<b>Capital Projects</b>			
	Capital Projects Fund	6,045,439	
	Facilities Replacement Fund	156,019	<b>6,201,458</b>
<b>Development Fees</b>			
	Law Enforcement	203,484	
	Fire & Emergency	100,966	
	Streets	-	
	Parks & Recreation	242,784	
	Open Space	1,675,244	
	Library/Museum	-	<b>2,222,478</b>
	<b>Grand Total</b>		<b><u>\$ 23,801,930</u></b>



# TOWN OF FOUNTAIN HILLS TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 5/19/2016

**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

---

**REQUEST TO COUNCIL** (Agenda Language): CONSIDERATION of approving the TOWN COUNCIL MEETING MINUTES from May 5, 2016.

---

**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

---

**Prepared by:**

*Bevelyn J. Bender*

Bevelyn Bender, Town Clerk

5/9/2016

**Approved:**

*Grady E. Miller*

Grady E. Miller, Town Manager

5/10/2016



# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 5/19/2016

**Meeting Type:** Regular Session

**Agenda Type:** Consent

**Submitting Department:** Administration

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

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

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

---

**REQUEST TO COUNCIL** (Agenda Language): CONSIDERATION of a PROFESSIONAL SERVICES AGREEMENT and First Amendment with Albert Holler and Associates for sales tax auditing services in the amount of \$42,000, effective July 1, 2016 through June 30, 2017.

---

**Applicant:**

**Applicant Contact Information:**

**Property Location:**

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

**Staff Summary** (background): From time to time circumstances require sales tax audits of business transactions occurring within the corporate limits of the Town of Fountain Hills. The contractor requires technical expertise to conduct such sales tax audits to determine compliance with local ordinances and state law. The Professional Services Agreement with Holler and Associates has been amended, and the amount increased by \$1,000 per month, to allow for a special focus on residential rental properties located within the Town of Fountain Hills.

**Risk Analysis** (options or alternatives with implications): Revenues derived from the focus on residential rental properties within the Town will not be realized. Staff does not have time or resources to identify and confirm the rental status of these properties.

**Fiscal Impact** (initial and ongoing costs; budget status): \$42,000; maximum amount of \$162,000

**Budget Reference** (page number): pp. 158,160

**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):** Recommend approval.

**List Attachment(s):** First Amendment to Professional Services Agreement

---

**SUGGESTED MOTION** (for Council use): Move to approve PROFESSIONAL SERVICES AGREEMENT

---

Prepared by:

NA 8/25/2015

Director's Approval:

  
Craig Rudolph, Finance Director 5/10/2016

Approved:

  
Grady E Miller, Town Manager 5/10/2016

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
ALBERT HOLLER,  
D/B/A ALBERT HOLLER & ASSOCIATES**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of May 19, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Albert Holler, d/b/a Albert Holler & Associates (the "Contractor").

RECITALS

A. The Town and the Contractor entered into a Professional Services Agreement dated July 1, 2014, for Contractor to complete auditing services (the "Agreement"). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that additional auditing services by the Contractor for residential rentals are necessary (the "Additional Services").

C. The Town and the Contractor desire to enter into this First Amendment to (i) extend the term of the Agreement, (ii) modify the Scope of Work to include the Additional Services (iii) increase the compensation to the Contractor for the Additional Services and (iv) modify the payment terms.

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 Contractor hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2017, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Work. Contractor shall provide the Additional Services as set forth in the Amended Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The Town shall increase the compensation to Contractor for the second Renewal Term (July 1, 2016 through June 30, 2017), by \$12,000.00 for the Additional Services, resulting in an increase from \$30,000.00 to an amount not to exceed \$42,000.00 and

increasing the total compensation for the entire Term from \$150,000.00 to an aggregate amount not-to-exceed \$162,000.00.

4. Payments. For the second Renewal Term, the Town shall pay the Contractor \$3,500 each month.

5. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

6. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

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

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument 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]

**“Contractor”**

ALBERT HOLLER, d/b/a  
ALBERT HOLLER & ASSOCIATES

By: Albert Holler

Name: ALBERT HOLLER

Title: OWNER

(ACKNOWLEDGMENT)

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF MARICOPA )

On may, 04, 2016, before me personally appeared Albert Holler, the owner of ALBERT HOLLER, d/b/a ALBERT HOLLER & ASSOCIATES, 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.

monique lopez  
Notary Public

(Affix notary seal here)

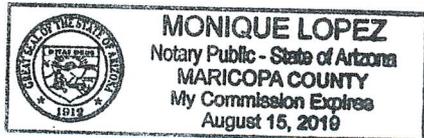


EXHIBIT 1  
TO  
FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
ALBERT HOLLER, D/B/A ALBERT HOLLER & ASSOCIATES

[Amended Scope of Work]

See following page.

## AMENDED SCOPE OF WORK

### Description of Services.

Commencing July 1, 2016, Contractor will provide the following services:

- Select and complete sales and use tax audits from (a) construction and retail activity and (b) residential rentals, recovering a minimum of \$30,000 per fiscal year.
- Provide taxpayer assistance as requested.
- Provide monthly reports on the results showing the breakdown by construction sales tax, number of residential rental taxpayers contacted and residential tax assessments.

### Expense Reimbursement.

Contractor shall be entitled to reimbursement from Town for the following “out-of-pocket” expenses: out-of-state travel provided that it is pre-authorized by the Town Finance Director.

### Support Services.

Town will provide the following support services for the benefit of the Contractor: office space, mail and photocopying.



# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 5/19/2016

**Meeting Type:** Regular Session

**Agenda Type:** Consent

**Submitting Department:** Community Services

**Staff Contact Information:** Mike Fenzel, Events and Operations Supervisor, (480) 816-5116, mfenzel@fh.az.gov

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

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

---

**REQUEST TO COUNCIL** (Agenda Language): CONSIDERATION of approving a SPECIAL EVENT LIQUOR LICENSE APPLICATION for the Arizona Municipal Clerks Association (AMCA) conference to be held in the Grand Ballroom of the Fountain Hills Community Center, 13001 N. La Montana Drive, Fountain Hills, AZ from July 26-July 28, 2016.

---

**Applicant:** Bev Bender, Town of Fountain Hills

**Applicant Contact Information:** (480) 816-5115

**Owner:** N/A

**Owner Contact Information:** N/A

**Property Location:** Fountain Hills Community Center, 13001 N. La Montana Drive, Fountain Hills, AZ

**Related Ordinance, Policy or Guiding Principle:** A.R.S.§4-203.02; 4-261 and R19-1-228, R19-1-235, and R19-1-309, Community Center Operating Policy (Section 15-G).

**Staff Summary** (background): The purpose of this item is to obtain Council's recommendation regarding the special event liquor license application submitted by Bev Bender, representing the Arizona Municipal Clerks Association, for submission to the Arizona Department of Liquor.

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

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

**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):** Application

---

**SUGGESTED MOTION** (for Council use): Move to approve the Consent Agenda.

---

Prepared by:

  
Mike Fenzel, Events & Ops Supervisor 5/4/2016

Director's Approval:

  
Mark Mayer, Community Services Director 5/4/2016

Approved:

  
Grady E. Miller, Town Manager 5/19/2016



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

**FOR DLLC 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)  
 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: Arizona Municipal Clerks Association (AMCA)

**SECTION 2** Non-Profit/IRS Tax Exempt Number: \_\_\_\_\_

**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 Hills Community Center

Address of Location: 13001 N. LaMontana Dr., Ftn. Hills, Maricopa, 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: Bender, Bevelyn Jo **REDACT**  
 Last First Middle Date of Birth

2. Applicant's mailing address: 16705 E. Ave. of the Fountain, Ftn. Hills, AZ 85268  
 Street City State Zip

3. Applicant's home/cell phone: **REDACT** Applicant's business phone: (480) 816-5115

4. Applicant's email address: bbender@fh.az.gov

**SECTION 10**

- 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.)
- How many special event licenses have been issued to this location this year? 1  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)
- 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.)
- 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 Arizona Municipal Clerks Association Percentage: 100%  
 Address 1820 W. Washington Street, Suite 200, Phoenix, AZ 85007  
Street City State Zip  
 Name \_\_\_\_\_ Percentage: \_\_\_\_\_  
 Address \_\_\_\_\_  
Street City State Zip
- 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"**

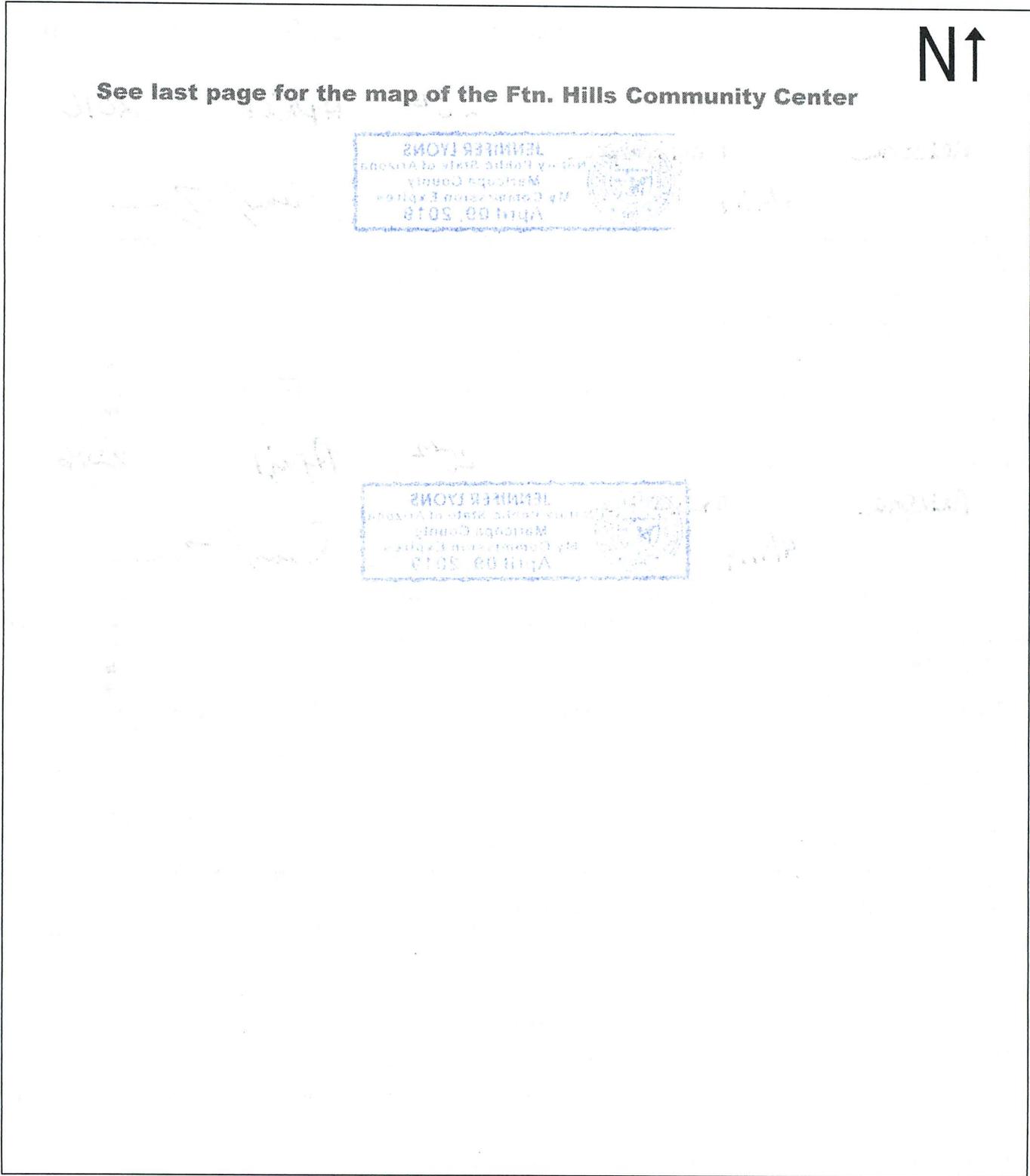
- What type of security and control measures will you take to prevent violations of liquor laws at this event?  
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)  
0 Number of Police 0 Number of Security Personnel  Fencing  Barriers  
 Explanation: The Fountain Hills Community Center does not require security for this event; the alcohol is not consumed on-site. This event is a AMCA scholarship silent auction fund raiser.  
Items contained in the various Region Baskets are donated by its members.

**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>July 26, 2016</u>	<u>Tuesday</u>	<u>8 AM</u>	<u>5 PM</u>
DAY 2:	<u>July 27, 2016</u>	<u>Wednesday</u>	<u>8 AM</u>	<u>5 PM</u>
DAY 3:	<u>July 28, 2016</u>	<u>Thursday</u>	<u>8 AM</u>	<u>1 PM</u>
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, (Print Full Name) Bevelyn Jo Bender 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.

X Bevelyn Jo Bender AMCA President 4/25/16 480-816-5115  
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 25<sup>th</sup> April 2016  
 Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 4/9/19 Date

 Signature of Notary Public Jennifer Lyons

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

I, (Print Full Name) Bevelyn Jo Bender 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.

X Bevelyn Jo Bender AMCA President 4/25/16 480-816-5115  
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 25<sup>th</sup> April 2016  
 Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 4/9/19 Date

 Signature of Notary Public Jennifer Lyons

*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: \_\_\_\_/\_\_\_\_/\_\_\_\_

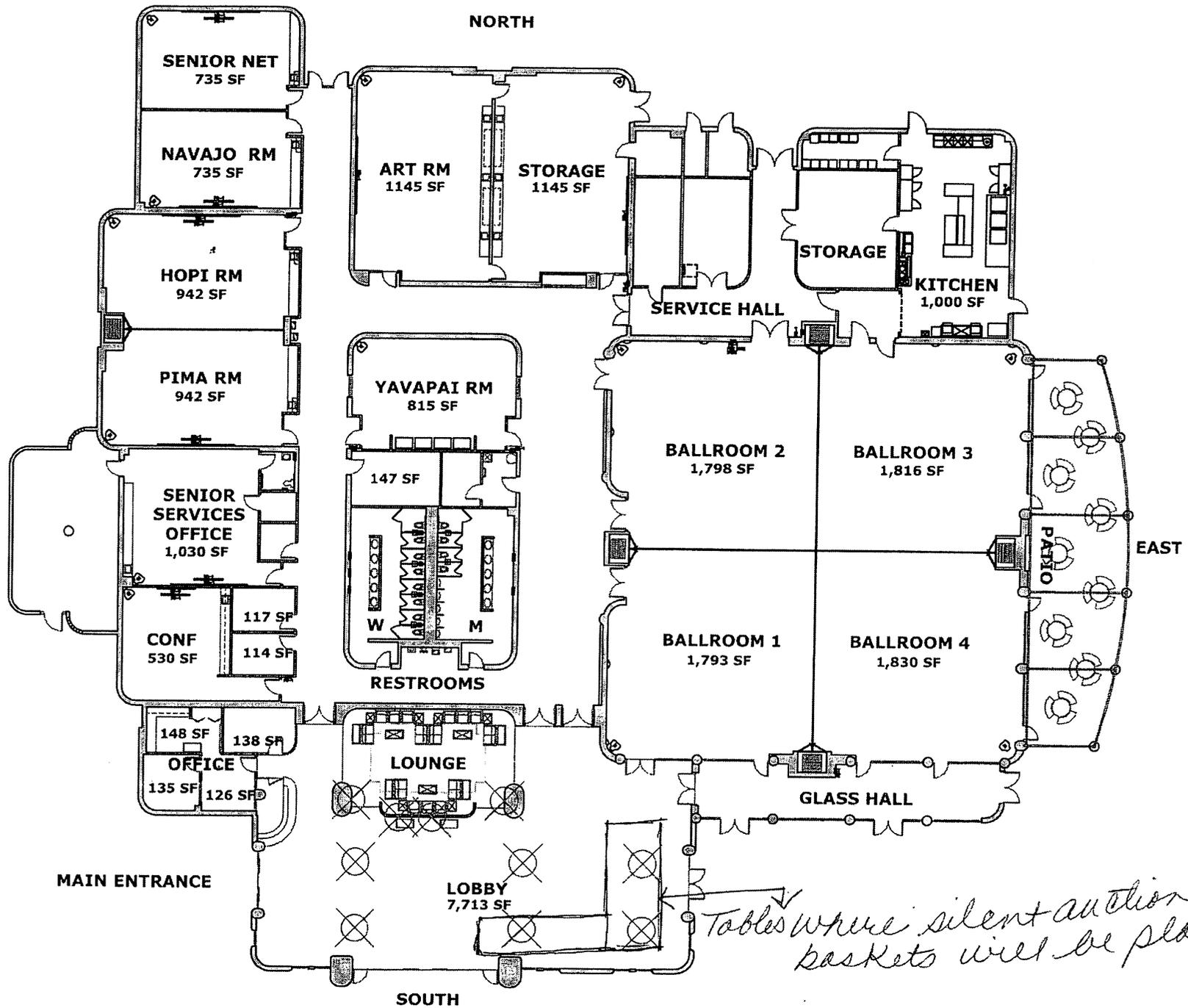
**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

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.





# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 5/19/2016

**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 Fountain Hills Theater (Valerie Stasik) for the promotion a fund raiser to be held at the theater, located at 11445 N. Saguaro Blvd, Fountain Hills, AZ, from 5:30 pm to 11:00 pm on Monday, June 6, 2016.

---

**Applicant:** Valerie Stasik

**Applicant Contact Information:** 602-616-6008, PO Box 18312 Fountain Hills, AZ 85268

**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 Valerie Stasik representing the Fountain Hills Theater, 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

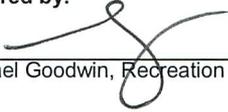
**List Attachment(s):** Applications

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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 5/10/2016

Director's Approval:

  
\_\_\_\_\_  
Mark Mayer, Community Services Director 5/10/2016

Approved:

  
\_\_\_\_\_  
Grady Miller, Town Manager 5/10/2016

**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>	5/5/16
<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:** Fountain Hills Theater

**Applicant:** Valerie Stasik

**Date(s) of Event:** Monday, June 6, 2016, from 5:30pm to 11pm at 11445 N. Saguro Blvd, Fountain Hills, AZ

**Date Application Received:** 05/4/2016 **Town Council Agenda Date:** 5/19/2016

**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	✓		
Licensing	<b>Sonia Kukkola</b>			X
Street Department	Justin Weldy	X		

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



05-04-16P02:43 RCVD

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

FOR DLLC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

PAID
5-4-16
\$2500 ckt# 2723

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: Fountain Hills Theater

SECTION 2 Non-Profit/IRS Tax Exempt Number: 74-2519451

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, A GENT/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 Hills Theater

Address of Location: 11445 N. Saguaro Blvd. Fountain Hills, AZ 85268 (MARICOPA CO)

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: Stasik Valerie A REDACT

2. Applicant's mailing address: P.O. Box 18312 Fountain Hills AZ 85268

3. Applicant's home/cell phone: REDACT Applicant's business phone: (480) 837-9661 x3

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? None  
 (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 Hills Theater Percentage: 100%

Address 11445 N. Saguaro Blvd, 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.)

1 Number of Police \_\_\_\_\_ Number of Security Personnel  Fencing  Barriers

Explanation: FH Theater premises are owned by the Town of Fountain Hills and the theater will abide by all regulations set forth by the Town. The Theater will also have personnel in the area.

**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>June 6, 2016</u>	<u>Monday</u>	<u>5:30 PM</u>	<u>11 PM</u>
DAY 2:	_____	_____	_____	_____
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.



↑  
door to  
lobby

The lobby area is approximately 200 sq. ft.  
The inner courtyard patio is 800 square ft  
and will be cordoned off.

The Theater will have personnel supervising entrances.

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

I, (Print Full Name) Valerie A. Stasik 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.

X Valerie Stasik ~~is~~ Treasurer 5/4/16 (480) 837-9661  
 Signature Title / Position Date Phone Number

The foregoing instrument was acknowledged before me this 4<sup>th</sup> May 2016  
 Day Month Year

State AZ County of Maricopa

My Commission Expires on: April 9, 2019  
 Date

Jennifer Lyons  
 Signature of Notary Public



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

I, (Print Full Name) Valerie A. Stasik 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.

X Valerie Stasik Executive Director 5-4-16 (480) 837-9661  
 Signature Title / Position Date Phone Number

The foregoing instrument was acknowledged before me this 4<sup>th</sup> May 2016  
 Day Month Year

State AZ County of Maricopa

My Commission Expires on: April 9, 2019  
 Date

Jennifer Lyons  
 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.



# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 5/19/2016

**Meeting Type:** Regular Session

**Agenda Type:** Consent

**Submitting Department:** Community Services

**Staff Contact Information:** Mark C. Mayer - mmayer@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 COOPERATIVE PURCHASING AGREEMENT with General Acrylics, Inc. for the demolition and reconstruction of the tennis courts at Golden Eagle and Four Peaks Parks in the amount of \$368,505.30.

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**Applicant:** N/A

**Applicant Contact Information:** N/A

**Owner:** Town of Fountain Hills

**Owner Contact Information:** N/A

**Property Location:** Golden Eagle and Four Peaks Parks

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

**Staff Summary** (background): The Town owns the only public tennis courts in our community. They host not only drop in use but instructional tennis classes, leagues and high school tennis practices and matches. The majority of the play occurs at the four courts at Golden Eagle Park and these courts can be and often are reserved for use. The two courts at Four Peaks Park are open for only drop-in use. No reservations are taken for these courts. The condition of the courts at both parks has deteriorated as the courts are now approaching the end of the useful life after almost twenty years of use. Repairs have been made to the courts on a frequent basis but the courts continue to have cracks that open up annually. The courts are currently bituminous but will be replaced with post-tensioned concrete courts which typically last much longer than bituminous surfaces and do not require the same level of maintenance.

The Community Services Department applied for and was awarded a matching grant through the Arizona Sports and Tourism Authority for \$211,200 the remainder of \$157,305.30 will come from the CIP, the Capital Improvement Fund.

The grant requires that the work be completed no later than December 31, 2016 with the construction expected to take four months. In order to expedite the process to meet the deadline for construction a Cooperative Purchasing Agreement was pursued through Mohave.

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

**Fiscal Impact** (initial and ongoing costs; budget status): \$368,505.30

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

**Funding Source:** Multiple Funds

If Multiple Funds utilized, list here: Grant / CIP

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

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

**Staff Recommendation(s):** Staff is recommending acceptance of the Cooperative Purchasing Agreement

**List Attachment(s):** Cooperative Purchasing Agreement

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**SUGGESTED MOTION** (for Council use): Move to Approve a COOPERATIVE PURCHASING AGREEMENT with General Acrylics, Inc. in the amount of \$368,505.30

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Prepared by:

NA 8/25/2015

Director's Approval:

  
Mark Mayer, Community Services Director 5/4/2016

Approved:

  
Grady E. Miller, Town Manager 5/11/2016

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
GENERAL ACRYLICS, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of May 19, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and General Acrylics, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Mohave Educational Services Cooperative, Inc. ("Mohave") entered into Contract No. 150-GAI3-0201, dated February 1, 2016 (the "Mohave Contract"), for the Contractor to provide tennis and related sports courts. A copy of the Mohave Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

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

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Mohave Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with the demolition and reconstruction of two tennis courts at Four Peaks Park and four tennis courts at Golden Eagle Park, as more particularly set forth in Section 2 below (the "Materials and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the 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 May 18, 2017, unless terminated as otherwise provided in this Agreement or the Mohave Contract.

2. Scope of Work. Contractor shall provide to the Town the Materials and Services under the terms and conditions of the Mohave Contract and as more particularly set forth in the Scopes of Work attached hereto as Exhibit B and incorporated herein by reference.

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

4. Compensation. The Town shall pay Contractor an amount not to exceed \$368,505.30 for the Materials and Services at the rates set forth in the Mohave Contract and as more particularly set forth in the Fee Proposals, attached hereto as Exhibit C and incorporated herein by reference.

5. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Mohave Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Mohave Contract will be subject to rejection and may be returned.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 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 (i) 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 (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, 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 Section. 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 Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. 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 subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

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

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

10. 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.

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

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

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Mohave to the extent provided under the Mohave Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, 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.

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

If to the Town:           Town of Fountain Hills  
                                  16705 East Avenue of the Fountains  
                                  Fountain Hills, Arizona 85268  
                                  Attn: 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

If to Contractor:        General Acrylics, Inc.  
                                  22222 North 22nd Avenue  
                                  Phoenix, Arizona 85027  
                                  Attn: Mike Wickham

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and

refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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]

“Contractor”

GENERAL ACRYLICS, INC.,  
an Arizona corporation

By: General Acrylics, Inc.

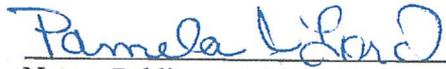
Name:  PRESIDENT  
Jonnie Deremo

Title: President

(ACKNOWLEDGMENT)

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF MARICOPA )

On May 4th, 2016, before me personally appeared Jonnie Deremo, the President of GENERAL ACRYLICS, INC., 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.

  
Notary Public

(Affix notary seal here)



EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
GENERAL ACRYLICS, INC.

[Mohave Contract]

See following pages.



**NOTIFICATION OF AWARD LETTER**

December 2, 2015

**Sent this day via email to [jderemo@generalacrylics.com](mailto:jderemo@generalacrylics.com)**

Jonnie Deremo, President  
General Acrylics, Inc.  
22222 N. 22<sup>nd</sup> Avenue  
Phoenix, AZ 85027

Congratulations, General Acrylics, Inc.'s response has been awarded a contract under IFB 150-1106. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

Your organization is bound by the terms of this contract; **only items specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to General Acrylics, Inc. In the event you receive a purchase order from a member that does not contain the "MESC REVIEWED" stamp, it should be faxed to (928-718-3232), or emailed ([orders@mesc.org](mailto:orders@mesc.org)) to Mohave for review.

**Do not perform any work or provide any products until you receive a "MESC Reviewed" purchase order.**

We highly recommend having your staff review our vendor information pages at (<http://www.mesc.org/resources-brochures>) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

The procurement file for IFB 150-1106 shall be made available for public inspection on December 2, 2015.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to [michael@mesc.org](mailto:michael@mesc.org).

**Your contract number is 150-GAI3-0201 and will take effect on February 1, 2016.**

If you have any questions regarding your new contract, please call me at (928) 718-3222. We look forward to working with you and your company in the future.

Michael S. Carter, CPPB  
Contract Specialist I

## NOTES ON AWARD FOR: General Acrylics, Inc.

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to ([service.mesc.org/PVF/plist.php](http://service.mesc.org/PVF/plist.php)) to assist in meeting this due diligence responsibility.
- Financial information included under Tab 2 of your response will be kept confidential.
- All products must be priced using contract pricing approved by Mohave.
- All quotes shall include your contract #150-GAI3-0201.
- Send requests for pricing updates to Michael Carter - michael@mesc.org.
- Do not provide any goods/services until you receive a Mohave reviewed purchase order.
- Quick payment discounts must be approved by Mohave before being offered to members, and must be available equally.
- Order cycle overview:
  1. Member forwards purchase orders to Mohave. Vendor is General Acrylics, Inc.
  2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to General Acrylics, Inc.
  3. General Acrylics, Inc. provides product/services.
  4. General Acrylics, Inc. invoices member.
  5. Member pays General Acrylics, Inc.
  6. General Acrylics, Inc. sends Usage and Reconciliation Report to Mohave.
  7. General Acrylics, Inc. remits administration fee monthly, based on invoices paid.
  8. Mohave audits selected purchases.

### REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 10th of each month. **Mohave's Audit Specialist will contact you and provide you with a sample report, based on reports provided under contract 10K-GAI3-0131.**
- If no invoices were paid under the contract in the previous month, you may send an email to [adminreport@mesc.org](mailto:adminreport@mesc.org) advising of no sales to report for the month.
- Because you have an existing Mohave contract, we want to address how to properly report invoices on your monthly reconciliation reports because it may be necessary to submit two separate reports until all old contract purchases are closed:
  - Line item purchase orders that remain open under 10K-GAI3-0131 should be reported on 10K-GAI3-0131 reconciliation reports.
  - Blanket purchase order invoices with a ship date prior to, or on January 31, 2016 should be reported on the 10K-GAI3-0131 reconciliation report.
  - New purchase orders issued under the 150-GAI3-0201 should be reported under 150-GAI3-0201 reconciliation reports.
  - Blanket purchase order invoices with a ship date after January 31, 2016 should be reported on the 150-GAI3-0201 reconciliation reports.
- Administration fee payments should be mailed to:

Mohave Educational Services  
625 E. Beale St.  
Kingman, AZ 86401
- All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.

## NOTES ON AWARD FOR: General Acrylics, Inc.

- In order to assist members with new contract award notices, Mohave will be releasing your contract award information to the members prior to February 1, 2016. Information regarding your contract award will be posted to our website and will be made available in our product vendor finder. Pricing from your awarded contract will also be made available to our members. All of this information will be accessible by our members before February 1, 2016. You may provide quotes to members for this contract. However, it will be your responsibility to inform members the contract is not effective until February 1, 2016, and members should not be processing purchase orders until that date. Acting on purchase orders (delivering products or services) prior to February 1, 2016 **is a violation of the contract**. Please ensure that your staff is aware of the effective date February 1, 2016, in order to avoid contract confusion.
- We feature marketing information about your current contract in the product vendor finder on our website. Please visit our website ([www.mesc.org](http://www.mesc.org)) and go to the "All Products/Vendors" under the "Contracts & Solicitations" menu. Find your company from the list and click on your name. Once on your company information, review the "About Vendor" section of the "Overview." Confirm in writing if that information is still accurate, or if changes need to be made. Mohave reserves the right to edit information for content or length. **Email this information to [michael@mesc.org](mailto:michael@mesc.org) no later than December 18, 2015.**
- Your bid included a copy of your firm's Certificate of Membership for ASBA. The certificate is dated December 5, 2004. It is unclear if the membership is still current. Provide confirmation that General Acrylics, Inc. ASBA is currently active. **Email this information to [michael@mesc.org](mailto:michael@mesc.org) no later than December 18, 2015.**
- Your pricing workbook titled, "15o tennis and sports courts.xlsx" included the following that requires revision or clarification:
  - It appears some products are sold in multi-gallon measurements. These are noted as, "1 GAL" in the column titled, "Unit" in the worksheet, and include a container size in the product's description. The pricing provided appears to be the per gallon pricing for these products but is unclear this is the correct pricing methodology.  
Provide your confirmation that these products are sold in multi-gallon containers or measurement, and are priced per gallon.  
To clarify the correct application of pricing, revise the unit pricing for these items to "Per GAL." Provide a revised workbook in your response.  
**Email this information to [michael@mesc.org](mailto:michael@mesc.org) no later than December 18, 2015.**
  - Your price for New Concrete Slab (Zone Four) for 14,401 – 36,000 SF is \$3.60 (line #54).  
Provide confirmation that the pricing for this product is correct.  
If not, provide the correct price in a revised workbook.  
**Email this information to [michael@mesc.org](mailto:michael@mesc.org) no later than December 18, 2015.**
- Your response to the Bond Methodology Description in Tab 3c included the statement, "bonds will be applied to projects that meet or exceed \$50,000 in value." It appears that the value of \$50,000 in the statement is from an expired bonding requirement. The current threshold for members using the amount established by ARS §15-213 that requires procuring performance and payments bonds is \$100,000.  
Provide clarification if all projects that meet or exceed \$50,000 as stated will have bonds applied at the rates indicated in your bid.  
If not, provide your understanding that any applicable payment and performance bonds shall be provided as outlined in the terms and conditions of IFB 150-1106.  
**Email this information to [michael@mesc.org](mailto:michael@mesc.org) no later than December 18, 2015.**
- Your current contract 10K-GAI3-0131 used a formula for calculating bonds in the attached workbook titled, "GAI3 Bond Calculation Tool.xlsx".  
Confirm if this calculation workbook will be used under your new contract 150-GAI3-0201.  
Review the formulas in the workbook to determine if the bonding methodology is consistent with your 150-GAI3-0201 contract pricing. Provide a revised workbook that includes any corrections.  
**Email this information to [michael@mesc.org](mailto:michael@mesc.org) no later than December 18, 2015.**



## INVITATION FOR BID 150-1106

### Tennis and Related Sports Courts

Pursuant to the provisions in the Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. seeks bids to establish contracts for Tennis and Related Sports Courts.

**Due Date and Time: November 6, 2015 at 3:00 p.m. (local Arizona time)**

**Pre-bid Conference: Monday, October 19, 2015 at 10:00 a.m. (local Arizona time)**  
**WebEx Conference Call – Audio Only**  
**For login information contact Michael Carter, CPPB**  
**no later than Friday, October 16, 2015.**

**Last Day For Questions: October 30, 2015 at 5:00 p.m. (local Arizona time)**

**IFB Questions Must Be Directed To:** Michael S. Carter, CPPB, Contract Specialist I  
Email: [contracts@mesc.org](mailto:contracts@mesc.org)  
Telephone: (928) 718-3222

This solicitation consists of Instructions to Bidder and Checklist form, Scope of Work, Specifications, evaluation requirements, Special Terms and Conditions, General Terms and Conditions, Standard Terms and Conditions for Construction, pricing workbook, award criteria, Bid and Acceptance Form, and form of contract. Bidders are strongly encouraged to carefully read the entire contents of this solicitation prior to submitting a bid. Failure to examine any of the requirements will be at the bidder's sole risk.

**To be considered, bids shall be delivered to Mohave Educational Services Cooperative, Inc. (Attn: Contracts Dept.), 625 East Beale Street, Kingman, AZ 86401** in a sealed envelope or package with IFB 150-1106, bidder's name, mailing address, bid due date and time clearly indicated on the envelope or package. Bids must be in the actual possession of Mohave on, or prior to, the exact time and date indicated above. Bids shall be opened immediately following the bid due date and time, with the name of each bidder and pricing publicly read and recorded. Late bids shall not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority (next day) delivery by a specific time. Prospective bidders are encouraged to keep this in mind when arranging delivery of their bids and are advised herein that late bids shall be handled as specified by Arizona procurement rules and code.

Mohave reserves the right to cancel this solicitation and/or reject all bids in whole, or in part, if Mohave determines that cancellation and/or rejection is advantageous to Mohave and/or its members.

**Julia E. Tribbett**  
**Executive Director**  
**Mohave Educational Services Cooperative, Inc.**

**Publish Date: October 9, 2015**

Template Rev. 15-11

## 150-GAI3-0201 Table of Contents General Acrylics, Inc. Response to IFB 150-1106

Tab 1A – Signed Offer and Acceptance Form .....	See document 6. 15OGAI30201 Award, Extensions and Amendments.
Tab 1B – Amendment .....	2
Tab 1C – General Terms & Conditions and Standard Terms & Conditions for Construction .....	3
Tab 1D – Special Terms and Conditions .....	23
Tab 1E – Scope of Work/Services .....	32
Tab 1F – Bid Bond/Alternate Bid Security and Bonding Capacity.....	38
Tab 2A – Method of Approach and Qualifications and Experience.....	41
Tab 2B – Certificate of Insurance .....	Please call Mohave for information.
Tab 2C – Financial Information.....	All financial information is kept confidential and has been removed.
Tab 3A – Price Proposals .....	See document 7. 15OGAI30201 Pricing Summary.
Tab 3B – Mobilization, Travel Charges and Pricing Methodology .....	73
Tab 3C – Additional Pricing Information.....	74
Tab 4A – Primary Contract Documents, Support and Maintenance Information .....	75
Tab 4B – Sample Supplemental or End-User Agreement(s) .....	78
Tab 5 – Additional Information .....	Please call Mohave for information.

Click section title to be taken directly to that section.

## Bid and Acceptance Form

Place after Tab 1a

### IFB 150-1106 Tennis and Related Sports Courts

#### To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in all terms, conditions, specifications and amendments. Bidder further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the bid.

Federal Employer Identification Number 86-0261915

Company Name General Acrylics, Inc.

Address 22222 N. 22nd Avenue City Phoenix State AZ Zip 85027

Telephone Number 602-569-9377

Printed Name Jonnie Deremo Title President

Primary Email jderemo@generalacrylics.com Alternate email mwickham@generalacrylics.com

Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used **only** if the primary email address is not valid.

Authorized Signature  PRESIDENT

The Bid and Acceptance Form should be submitted with a signature by the person authorized to sign the bid. The person signing the bid shall initial erasures, interlineations, or other modifications in bid. Failure to sign the Bid and Acceptance Form, or to make other notations as indicated, may result in rejection of bid.

**The contract vendor shall not commence any billable work or provide any material or service under this contract unless and until contract vendor receives a purchase order with Mohave's review noted.**

### Acceptance of Bid and Contract Award (Mohave Only)

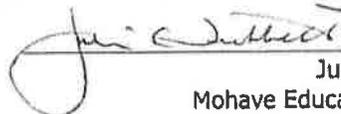
#### Your Bid is Hereby Accepted:

As an awarded contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, and amendments.

This Contract shall be referred to as Contract Number 150-GA13-0201

Awarded this 2<sup>nd</sup> day of December 2015.

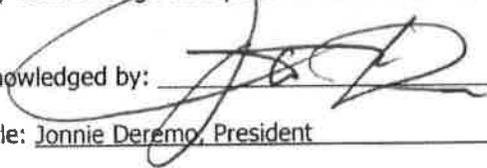
This contract shall be effective this 1<sup>st</sup> day of February 2016.

  
Julia E. Tribbett, Executive Director  
Mohave Educational Services Cooperative, Inc.



**Amendment 1  
 Invitation for Bid 150-1106  
 Tennis and Related Sports Courts**

Amendment 1 is hereby made part of the solicitation documents and shall be included in all submitted formal sealed bids. Bidders shall formally acknowledge receipt of Amendment 1 by including this page, signing, and dating the following statement:

Amendment 1 is acknowledged by: , PRESIDENT

Printed Name and Title: Jonnie Deremo, President

Name of Firm: General Acrylics, Inc.

Date: 11-4-15

Place a signed copy of Amendment 1 after Tab 1b in your formal bid binder.

**Note: The published due date and time of November 6, 2015, at 3:00 p.m. (local Arizona time) has not been changed.**

The following specification for **1.2 Court Foundation and Slab Requirements** has been revised to reflect current Post-Tensioning Institute (PTI) standards:

Specification	Comply	Deviate*
1.2.11 The cables shall have tension plates on both ends leaving one end exposed until after the court is poured. A final tension shall be required to meet current applicable PTI standards or per project engineer's specifications. After the concrete has cured to meet current applicable PTI standards for final tensioning, the required amount of tension shall be placed on the cables. The exposed cables shall be cut and the exit holes patched with concrete.	<input checked="" type="checkbox"/>	

The following specification for **1.5 Court Lighting Systems Requirements** has been revised to include repairs and services:

Specification	Comply	Deviate*
1.5.06 Repairs and maintenance of existing court lighting systems is requested.	<input checked="" type="checkbox"/>	

All questions regarding Invitation for Bid 150-1106 should be directed to:

Michael S. Carter, CPPB, Contract Specialist I  
 Email: [contracts@mesc.org](mailto:contracts@mesc.org)  
 Telephone: (928) 718-3228



**Julia E. Tribbett  
 Executive Director  
 Mohave Educational Services Cooperative, Inc.**

**Publish Date: October 20, 2015**

## General Terms and Conditions

Place after Tab 1c

### 1. CANCELLATION

**1.1. Cancellation Process:** The following requirements shall apply to all cancellation notices issued under an awarded contract:

- A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.
- Upon cancellation, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.
- Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed and materials accepted before the effective date of the cancellation.
- Cancellation shall have no effect on projects in progress prior to the effective date of the cancellation.
- Contract vendor is obligated to continue submitting monthly reconciliation reports and administrative fee payments until all purchases are complete and closed.

**1.2. Cancellation for bankruptcy or acquisition:** Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or if the original contract holder is sold and ownership is transferred to a new party.

**1.3. Cancellation for conflict of interest:** Mohave may cancel this contract pursuant to ARS 538-511 for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest.

**1.4. Cancellation for convenience:** Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members.

**1.5. Cancellation for non-performance or contract vendor deficiency:** Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract
- Failing to provide required performance bonds;
- Performing work or providing products/services under the contract prior to receiving a Mohave reviewed member purchase order for such work.

(cont'd)

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

- 1.6. Cancellation for replacement:** Mohave reserves the right to cancel a contract awarded under this solicitation, if a new solicitation has been issued and a contract has been awarded to the same contract vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to delay or replace the contract rests solely with Mohave.
- 1.7. Contract vendor cancellation:** Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.
- 1.8. Continuation of performance:** Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.
- 1.9. Gratuities:** Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples as requested in the solicitation provided to Mohave for demonstration or evaluation are not considered gratuities.

## **2. CERTIFICATION**

By signing the Bid and Acceptance Form (page 53 of the IFB), bidder certifies the following:

- Bidder has examined and understands the terms, conditions, scope of work, specifications and other documents in this solicitation.
- The submission of the bid did not involve collusion or other anticompetitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither bidder, nor any officer, director, partner, member or associate of bidder, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Bidder agrees to comply fully with any and all provisions of ARS Title 32, Chapter 10 (Registrar of Contractors) that may regulate bidder's business.
- Bidder shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and ARS Title 41, Chapter 9, Article 4).
- Bidder is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, bidder agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contract vendor by Mohave.
- If awarded a contract, bidder shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Invitation For Bid.

*(cont'd)*

- If awarded a contract, bidder agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (Including language minority individuals).
- Bidder and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, ARS §41-4401, and ARS §23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.

### **3. CONFIRMATION**

If an apparent mistake in a bid, relevant to the award determination is discovered after opening and before award, Mohave shall contact the bidder for written confirmation of the bid. If bidder fails to act, the bidder shall be considered non-responsive.

Mohave may contact a bidder to confirm our understanding of the bid. Such contact shall be prior to award. Mohave shall obtain written confirmation from the bidder and shall retain the confirmation in the procurement file. Correction of mistakes in a bid shall only be allowed as described in Arizona procurement rules and code.

### **4. CONFIDENTIAL INFORMATION**

**4.1. Confidential information request:** If bidder believes that its bid contains confidential trade secrets or other proprietary data not to be disclosed, a statement advising Mohave of this fact shall accompany the bid, and the information shall be so identified wherever it appears. Mohave shall review the statement and provide their determination in writing whether the information shall be withheld or disclosed. Mohave shall inform bidder in writing of such determination. Requests to deem the entire bid as confidential will not be considered.

**4.2. Pricing:** Mohave will not consider pricing to be confidential or proprietary.

**4.3. Public record:** All bids submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification, with the exception of information deemed confidential by Mohave.

### **5. COOPERATIVE PURCHASING**

**5.1. Cooperative purchasing:** This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any contract that prohibits sales from being made to specific types of members (for example, state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

**5.2. Cooperative purchasing agreements:** Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

**5.3. Most favored customer relationship:** Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Bidder agrees all prices, terms, warranties, and benefits granted by bidder to members through this contract are comparable to or better than the equivalent terms offered by bidder to any present customer meeting the same qualifications or requirements. Contract vendor may respond to any solicitation without regard to this contract. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

### **6. ESTIMATED QUANTITIES**

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 4) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

## **7. EVALUATION and AWARD**

**7.1. Basis of award:** Award(s) will be made to the responsive and responsible bidder(s) whose bid(s) is (are) determined in writing to be the low responsive and responsible bid or bids. Mohave reserves the right to use model projects/market baskets to determine the low ranking of bids. It is Mohave's intent to award a complete line of products, when possible and advantageous.

**7.2. Deviations/exceptions to requirements:** All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of deviations/exceptions and Mohave's decision shall be final.

**7.3. Formation of contract:** A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, specifications and amendments contained in this bid. A bid does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

**7.4. Multiple award:** To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Bidder should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, bonding capacity, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria. Multiple contracts may also be awarded based on individual line items or groups of line items; incrementally, or by designated regions or locations.

**7.5. Non-exclusive contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

**7.6. Past performance information:** Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

**7.7. Responsible bidder:** A responsible bidder is a firm or person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Mohave must determine a bidder to be responsible before awarding a contract to bidder.

**7.8. Responsive bids:** A responsive bid conforms in all respects to the material requirements of the solicitation. Bids must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

## **8. FEDERAL and STATE REQUIREMENTS**

**8.1. Affordable Care Act requirements:** Contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the member as required by state or federal law.

**8.2. Compliance with federal and state requirements:** Contract vendor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files.

In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- HUD-5369-B, Instructions to Offerors Non-Construction
- HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370, General Conditions of the Contract for Construction
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (<http://www.hud.gov>).

**8.3. Compliance with workforce requirements:** Pursuant to ARS §41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS §23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." [To register for E-Verify, go to: <https://e-verify.uscis.gov/enroll/startpage.aspx>.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its members reserve the right to inspect the papers of any contract vendor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**8.4. Contract vendor employee work eligibility:** By entering into the contract, contract vendor warrants compliance with ARS §41-4401, ARS §23-214, the Federal Immigration and Nationality Act (FINA), and all other current federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

**8.5. Davis-Bacon wage decisions:** For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via [www.wdol.gov](http://www.wdol.gov) or by requesting a copy from the member.

**8.6. Non-compliance:** All federally assisted contracts to members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**8.7. Offshore performance of work prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the state shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**8.8. Terrorism country divestments:** In accordance with ARS §35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

## **9. FORCE MAJEURE**

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God (e.g. fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

## **10. INDEMNIFICATION**

**10.1. General indemnification:** To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence. Contract vendor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contract vendor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contract vendor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for fire damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

**10.2. Modification by member:** Contract vendor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contract vendor. However, one member's action will not preclude contract vendor's obligation to others not having modified their equipment or software.

**10.3. Patent and copyright indemnification:** To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

## **11. LICENSES**

Contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. Contract vendor shall remain fully informed of and in compliance with all current ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated.

## **12. OFFER ACCEPTANCE PERIOD/WITHDRAWAL**

**12.1. Late bids:** Except as authorized by Arizona procurement rules and code, late bids shall not be considered. Bidder shall be responsible for all shipping costs when requesting the return of a late bid.

**12.2. Withdrawal of bid:** A bidder may withdraw a bid in writing at any time before bid opening if the withdrawal is received before the bid due date and time at the location designated in the invitation for bids for receipt of bids. After the opening time and date, bids may not be withdrawn, except as allowed by Arizona procurement rules and code.

## **13. ORDERING CYCLE**

**13.1. Acceptance of orders:** This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.

**13.2. Audit of contract activity:** Mohave will audit some of the invoices made under this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices and credits issued to members, in a timely fashion.

**13.3. Contract vendor contacts:** Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

**13.4. Open order and status reports:** Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion.

**13.5. Orders in process:** Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such order must be in the possession of Mohave within a reasonable amount of time. Acceptance of such orders shall be at the sole discretion of Mohave.

**13.6. Purchase verification:** It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

**13.7. Quotations:** Quotations with no end date are considered invalid after sixty (60) days from the issue date.

## **14. OVERVIEW**

- 14.1. Advertising:** Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of products and services to members. Any marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.
- 14.2. Modification of contract:** An awarded contract may be amended for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise.
- 14.3. Applicable law:** Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.
- 14.4. Application of law:** The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.
- 14.5. Arbitration:** After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.
- 14.6. Assignment:** Contract vendor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contract vendor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contract vendor of its decision within fifteen (15) days of receipt of written notice from contract vendor.
- 14.7. Audit rights:** In accordance with applicable Arizona law, contract vendor's and subcontractor's books and records related to this contract may be audited at a reasonable time and place, for five years after completion of the contract.
- 14.8. Availability of funds:** Member fund availability is unknown to Mohave at the time this solicitation was issued. Use of any contract awarded by Mohave will be conditioned upon the availability of member funds.
- 14.9. Bid opening:** Bids shall be opened immediately following the bid due date and time. Pricing will be publicly read and recorded in the presence of witnesses. All other information in the bids shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.
- 14.10. Brand names:** The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.
- 14.11. Captions, headings and illustrations:** The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.
- 14.12. Contract claims or controversies:** The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

**14.13. Contract placed on hold:** Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

**14.14. Definition of time:** Periods of time, stated as a number of days, shall be in calendar days, not business days.

**14.15. Eligible agencies:** Any contract awarded from this solicitation shall be available to all Mohave members. Mohave members must have a current signed cooperative purchase agreement. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of Section 115 of the Internal Revenue Code. Mohave has approximately 450 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, [www.mesc.org](http://www.mesc.org). Actual use of any contract will be at the sole discretion of Mohave's members.

**14.16. Novation:** If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

**14.17. Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Scope of work and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

**14.18. Pricing extension errors:** In case of error in extension of prices in the bid, unit prices shall govern.

**14.19. Relationship of the parties:** Vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.

**14.20. Removal from prospective bidders list:** Any bidder submitting a perfunctory bid with no serious intent of being accepted may be removed from Mohave's prospective bidders list. Any vendor not responding to two (2) consecutive Invitations for Bid for similar procurements may be removed from the prospective bidders list. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the prospective bidders list.

**14.21. Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

**14.22. Successful performance:** The sections of the solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful bidder from reasonable services required to ensure successful performance under the contract.

## **15. PAYMENT**

**15.1. Contacting member about payment:** Contract vendor may contact member for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

**15.2. Contract vendor invoice:** All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only. Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoice must include member purchase order number and Mohave contract number.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals and incidental expenses (M&IE), permits).

**15.3. Contract vendor payment:** Member shall issue payment to contract vendor after receipt of invoice.

**15.4. Correct invoicing:** Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

If a member is invoiced at less than contract prices, contract vendor will invoice the member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

**15.5. Credit hold:** Contract vendor agrees to advise Mohave's Procurement Manager of a member(s) being placed on credit hold, within five (5) days of the action.

**15.6. Payment time:** Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

**15.7. Prepayment:** in accordance with the current Uniform System of Financial Records and ARS §15-905(N), prepayments may be requested on items that normally require prepayment in order to be procured or to receive a discounted price. Items not meeting these prepayment specifications may be paid only after receipt of goods and services.

**15.8. Progress payments:** Members may make progress payments under the following conditions: 1) Member and contract vendor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments be made in full compliance with member's local governing entity rules and any and all other applicable state rules and regulations.

**15.9. Quick pay discounts:** Quick pay discounts may be offered to members, provided they have received the materials or services, and that such discounts are available equally to all members. Mohave must approve such discounts in writing and before they are offered to members.

**15.10. Reporting and payment of administration fees to Mohave:** The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup> or 30<sup>th</sup> of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Make Mohave administration fees payable to Mohave Educational Services Coop., Inc. Payments shall be mailed to:

625 E. Beale St.  
Kingman, AZ 86401

## **16. PREPARATION OF BID and BID FORMAT**

- 16.1. Modification of bid:** A bidder may modify a bid in writing at any time before bid opening if the modification is received before the bid due date and time at the location designated in the invitation for bids for receipt of bids.
- 16.2. Bid forms:** The forms and format contained in the solicitation shall be used. Bidders may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed bids shall not be considered.
- 16.3. Bidder responsibility:** Bidder shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting bid. Failure to examine any requirements shall be at bidder's risk. Negligence in preparing a bid confers no right of withdrawal after due date and time.
- 16.4. Cost of bid preparation:** Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

## **17. PRODUCT LINES**

- 17.1. Current products:** Bids shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted.
- 17.2. Discontinued products:** If a product or model is discontinued by the manufacturer, contract vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 17.3. New products/services:** New products/services must be submitted and approved by Mohave, prior to being offered to member. Mohave may reject any additions without cause. New products and/or services that meet the scope of work may be added to the contract. Contract vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service.
- 17.4. Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 17.5. Product line:** Bidders with a published catalog may submit the entire catalog. Mohave reserves the right to select products within the catalog for award without having to award all contents. Mohave may reject any addition of equipment options without cause.

## **18. PROTESTS**

Protests shall be filed with Anita McLemore, the Director of Mohave Operations (the District Representative), and shall be resolved in accordance with Arizona Procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1196. *A protest must be in writing and must be filed with the Director of Mohave Operations of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. A protest filed on the tenth day must be received by 5:00 p.m., local Arizona time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

(cont'd)

A protest shall be in writing and shall include the following information:

- The name, address and telephone number of the interested party;
- The signature of the interested party or the interested party's representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Director of Mohave Operations, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs along with the costs for the hearing.

#### **19. RIGHT TO ASSURANCE**

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

#### **20. SAFETY STANDARDS**

Items supplied under the contract shall comply with current applicable Occupational Safety and Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

#### **21. SHIPPING**

**21.1. Shipping terms/transfer of title:** Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the solicitation.

**21.2. Shipment under reservation:** Contract vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

**21.3. Shipping charges:** Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be that member is not charged more than the actual invoiced amount for shipping, and is prepaid by the contract vendor (PP&A). It is the member's responsibility to confirm shipping charges under the contract.

**21.4. Shipping errors/risk of transportation:** Shipping errors will be at contract vendor's expense. If contract vendor ships a product that was not ordered, contract vendor shall pay for return shipment at the convenience of member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

#### **22. SUSPENSION OR DEBARMENT STATUS**

Bidder shall include a letter in its bid notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes bidder or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract. **Letter shall be placed after Tab 1a.**

#### **23. TAXES**

**23.1. Federal Excise Tax:** Most members are exempt from paying Federal Excise Tax.

**23.2. Payment of taxes:** Member is responsible for payment of all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office. All applicable taxes must be listed as a separate line item on all quotes and invoices.

**23.3. Property taxes:** Arizona public agencies may not pay state property taxes. (Arizona Constitution, Article 9, Section 2)

**23.4. Reservation or tribal tax:** If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

**23.5. Transaction Privilege Tax (Sales Tax):** Members may be liable for Arizona Transaction Privilege Taxes, which may include state, county and city taxes. Contract vendor is responsible for charging taxes correctly.

**23.6. Taxes on construction:** Contract vendors for construction-related projects must follow the latest tax requirements as described in current Arizona Administrative Code and Department of Revenue transaction privilege tax procedures.

## Standard Terms and Conditions for Construction

*Place after Tab 1c*

### 1. **BID SECURITY**

- 1.1. Amount of bid security:** All bidders for a contract under this IFB shall include acceptable bid security in the amount of **\$100,000** with the submission of their bid.
- 1.2. Bid security requirement:** School procurement rules [R7-2-1102 (A)] and as applicable in ARS §34-608 and §41-2573, require that all competitive sealed bidding for construction have bid security, if the amount of the construction contract will exceed the amount established by ARS §15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount. Bid security must be in the amount stated above in "Amount of bid security."
- 1.3. Form of bid security:** Acceptable bid security for this IFB will be a certified or cashier's check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in Arizona [R7-2-1102 (B, C), ARS §34-608 and §41-2573]. Bid security may be provided using the form found in this IFB, with the principal being the prime contractor and the Obligee being Mohave Educational Services Cooperative, Inc. An agent of your licensed bonding agency shall sign the bond. If the original bond is not signed and/or has conflicting information, it shall render your bid nonresponsive.

### 2. **CHANGE ORDERS**

- 2.1. Adherence to specifications and drawings:** The contract vendor shall follow the requirements of all specifications and drawings as closely as actual construction and work of contract vendors shall permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance of a written change order.
- 2.2. Change order requirement:** Member and contract vendor shall establish a procedure for identifying and approving changes to the work. Member shall notify Mohave of any change that revises the cost of the project. Contract vendor shall not begin the revised work prior to receipt of the Mohave reviewed member change order.

Contract vendor agrees to follow all applicable rules and regulations for any change orders, including R7-2-1005 and as applicable in ARS §41-2552.

Change orders shall be properly documented in writing. Minor changes mutually agreed between the member and the contract vendor that do not involve compensation may be made without informing Mohave, unless such change significantly modifies the scope of work and needs to be documented.

- 2.3. Costs for changes associated with improper checking or coordination:** The cost of any change in construction due to improper checking of site and/or other conditions, or coordination by contract vendor, shall be borne by the contract vendor, and the contract vendor shall not be entitled to reimbursement for such costs.

### 3. **CONSTRUCTION CONTRACTS**

- 3.1. Compensation:** Compensation for received goods, terms of progress payments, and a schedule of payments shall be described in the contract. The agreement shall state that Mohave will not be responsible for any late fees due the contract vendor by the member.
- 3.2. Member delays:** As required by ARS §15-213 (D), the contract vendor shall negotiate with member for the recovery of damages related to expenses incurred by the contract vendor for a delay for which the member is responsible, which is unreasonable under the circumstances and which is not within the contemplation of the parties to the contract between the two parties. Any such negotiations shall not void any provisions between the parties that require notice of delays, provide for arbitration or other procedure for settlement or provides for liquidated damages.

**3.3. Construction contract requirement:** In any contract between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. In any contract between the member and the contract vendor, the scope of work shall include all specifications, drawings, and other official documents. All applicable codes around which the contract is made shall be included, as will any technical specifications and general conditions. The contract vendor shall acquire and pay for all permits and approvals from local, county, state and federal offices needed to accomplish the work. Contract vendor shall be entitled to direct reimbursement for the cost of such permits.

**3.4. Form of construction contracts:** A contract between the member and the contract vendor for construction shall be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201 as a guide.

**3.5. Member representative:** All formal contact between the contract vendor and/or contract vendor's personnel and the member shall be processed through the member representative. The member shall designate the member representative at the time of purchase.

**3.6. Terms of acceptance:** Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the member to assume control before the completion, this shall be defined. Both parties shall agree on the definition of what constitutes final acceptance. Upon completion of the project, the worksite shall be left in a condition equal to or better than before the project.

**3.7. Void provisions:** A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is against public policy of the State of Arizona and is void and unenforceable. (ARS §15-213 and §34-227)

**3.8. Work performed by the member:** Work to be performed by the member must be clearly described and agreed upon prior to project start up.

#### **4. CONSTRUCTION SCHEDULE**

**4.1. Schedule adjustment:** The member retains the right to extend the schedule of work or to suspend the work, and to direct the contract vendor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases shall be invoiced per approved contract pricing as allowed in the agreement.

**4.2. Schedule requirement:** A schedule for performance of work that can be met without planned overtime is the responsibility of the contract vendor.

**4.3. Work crew size:** The cost for each project shall include all costs of all necessary trained personnel to complete the project on, or before, the completion date(s) set forth in the contract. The member shall not incur additional expense for upsized crews, nor overtime costs, which might be necessary for the contract vendor to complete the project on schedule.

#### **5. COORDINATION**

**5.1. Conflict with member activities:** The contract vendor and member shall coordinate activities so as to avoid conflicts. The contract vendor shall make every reasonable effort not to interrupt scheduled member activities with work under the contract. The contract vendor shall notify the member of any construction work that may negatively impact scheduled member activities due to noise, etc.

**5.2. Coordination with other vendors:** The contract vendor shall coordinate with other contractors.

**5.3. Interruption of other work:** The contract vendor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

**6. DELIVERY OF CONSTRUCTION MATERIALS**

- 6.1. Condition of materials on delivery:** The contract vendor shall deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and contract vendor's name. Damaged or unlabeled materials will not be accepted.
- 6.2. Delivery requirement:** The contract vendor shall deliver materials in sufficient quantity to allow for continuity of work. Delivery shall be coordinated with the member's representative.
- 6.3. Precautions:** The contract vendor shall take all necessary precautions to protect its materials from damage, theft and misuse. The member shall have no responsibility for such precautions or protection.
- 6.4. Rejected and damaged material:** Damaged or rejected materials shall be immediately removed from the work area.

**7. INSURANCE**

**Course of Construction Insurance:** Upon request from member, contract vendor shall purchase and maintain course of construction insurance equal to the estimated replacement cost of the property after completion of the entire work at the site as called for in the purchase order. The insurance form will be an "all risk" type policy with standard exclusions. Coverage shall include temporary structures, scaffolding and office trailers at the site, as well as materials and equipment at the site destined to become a permanent part of the property. Any additional costs associated with course of construction insurance must be identified in the quote.

**8. LABOR PRACTICES**

- 8.1. Labor practices:** The contract vendor must agree to treat its labor in keeping with its labor contract agreement and to the best interest of the member. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the member must be limited to only those approved by the member.
- 8.2. Labor requirements:** The method and manner of performance must be stated in quotes and/or project documents: employees of the contract vendor are not employees of the member; the level of competency of the personnel will be subject to approval by the member; the contract vendor must agree to comply with all current applicable federal, state, and local laws; adjoining property owners must not be annoyed by noise, pollutants, material hauling operations; procedures for dealing with fire, theft, and storm damage must be established; methods the contract vendor will use to guarantee safe job practices relating to the health and welfare of the member employees and contract vendor employees will be clearly stated in quotes and/or project documents.
- 8.3. Quality of work:** All work under the contract shall be accomplished by experienced craftsmen, helpers and laborers under the supervision of the foreman or supervisor.
- 8.4. Removal of Employee or Representative:** The member shall have the right to require the contract vendor to remove from the project any employee or representative of the contract vendor, its subcontractors or suppliers that the member may deem incompetent, careless, insubordinate, or otherwise unacceptable.
- 8.5. Supervision:** The contract vendor shall furnish the services of an experienced foreman or supervisor who will continually be in charge of work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work required under the contract.

**9. LIQUIDATED DAMAGES**

Any agreements on liquidated damages and early completion incentives shall be between the member and the contract vendor and must be agreed upon in writing prior to start up. If the member declines a liquidate damages or early incentive agreement, the contract vendor shall obtain a written and signed statement to this effect. Mohave shall not be a party to liquidated damages or early completion incentive agreements.

**10. LITIGATION FOR NONPAYMENT OR NONPERFORMANCE**

All litigation for nonpayment or nonperformance shall be filed as allowed in R7-2-1103 (F).

## **11. MEMBER COSTS**

Temporary electrical service and the cost for power, the cost for water, and other member costs shall be identified in writing and agreed upon.

## **12. PERFORMANCE AND PAYMENT BONDS**

**12.1. Issuing performance and payment bonds:** Upon execution of a contract between a member and the contract vendor, performance and payment bonds shall be provided to the member as required in ARS §34-222, §34-223, §28-6923, §41-2574, or R7-2-1103 (A, B, C, D), as applicable. The contract vendor agrees to notify the member in writing of this requirement before accepting any work orders.

The contract vendor shall supply Mohave with a copy of the bonds upon request. If the contract vendor fails to deliver any required performance or payment bond, the contract with Mohave may be cancelled.

For members who are required to obtain performance and payment bonds per the above requirements, contract vendor agrees to provide these bonds to the member.

**12.2. Payment bond requirement:** An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the member and the contract vendor shall be executed by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to the contract vendor for the performance of the work provided in the contract.

**12.3. Performance bond requirement:** An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the member and the contract vendor shall be executed by a surety company authorized to do business in Arizona.

## **13. PROGRESS PAYMENTS**

**13.1. Progress Payments on Construction:** R7-2-1105 allows for progress payments if the contract vendor agrees to adhere to ARS §41-2577 (B) (D) (F) and as applicable in ARS §34-221. All progress payments must be invoiced to the member; it is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the bidder that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the bidder agrees to hold Mohave harmless for any deficiency of payment.

Progress payments may be made to the contract vendor on the basis of a duly certified and approved estimate of work performed during the preceding month. The contract vendor must agree to pay any subcontractors or material suppliers within seven days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties.

**13.2. Schedule of payments:** Once all bonds are in place, the contract vendor and the member will agree upon a schedule of payments based on identifiable milestones.

If any payment is delayed beyond 30 days from the due date, the bidder agrees not to charge Mohave interest on the late payment. Any late charges will be the total responsibility of the member. The bidder may extend any due date to avoid the requirement to pay interest in R7-2-1105 (D) and ARS §41-2577 (E) and as applicable in ARS §34-221.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

**13.3. Subcontractor notification:** A subcontractor to the prime contractor may request, in writing, that member notify the subcontractor in writing within five (5) days from payment of each progress payment made to the prime contractor [R7-2-1105 (C) and ARS §41-2577 (C) and as applicable in ARS §34-221]. Upon request, the prime contractor must provide Mohave or the members with a contact name, title, company name, mailing address and fax number for all subcontractors and suppliers that are covered by a payment bond.

#### **14. PROJECT ADVERTISING**

The contract vendor must agree that the member reserves the right to release information about the project and that any advertising of the project by the contract vendor must be approved by the member.

#### **15. PROJECT COMPLETION**

**15.1. Project documents:** Upon completion of the work, the contract vendor shall present the member with all documents necessary to closeout the project. Maintenance manuals, drawings, warranties on installed equipment, etc., shall be given to the member.

**15.2. Unfinished work:** Even if final payments are made, if the member discovers an unfinished job that should have been completed, the contract vendor shall complete the work in a timely fashion at no additional cost.

#### **16. PUBLIC WORKS**

**16.1. Preservation:** The contract vendor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. This requirement shall apply to the surface and hidden features of the property.

**16.2. Receipt of public funds:** Contract vendors and subcontractors will meet the requirements of ARS Title 34, Article 3, for eligibility to receive public funds.

**16.3. Residency requirement:** ARS §34-302 states that only persons who have been for not less than one year a bona fide resident of Arizona shall be employed in the performance in any public work. A public works contract is defined in ARS §34-321 as "*a contract to which the state or a political subdivision is a party involving the employment of laborers, workmen or mechanics in the construction, alteration or repair of public buildings or improvements.*" It shall be the responsibility of the contract vendor to comply with these laws, when applicable.

**16.4. Restoration:** The contract vendor shall repair, rebuild or otherwise acceptably restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contract vendor's expense, and is not subject to reimbursement by the member.

**16.5. Public building rules, regulations and codes:** Construction work on public buildings shall be in compliance with the state fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the city, town, county or fire district in which the building is located. If a public building is built in an area that has not adopted local codes, the building shall be designed or constructed according to the state fire code adopted by the state fire marshal and the building, plumbing, electrical, fire prevention and mechanical codes that apply in the largest city in the county in which the building is located. Public buildings are subject to those codes that apply and are in effect when the building is designed or constructed and to the currently adopted codes when a building is found to be structurally unsafe, without adequate egress, or a fire hazard or are otherwise dangerous to human life. "Public Building" means a building or appurtenance to a building that is built in whole or in part with public monies (see ARS §34-461).

#### **17. RETENTION**

**17.1. Retention requirement:** Ten (10) percent of all contract payments shall be retained by the member as insurance of proper performance of the contract vendor. Contract vendor agrees to identify the amount to be retained on invoices to member for each progress payment.

When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the contract vendor if the contract vendor requests payment and if the member is satisfied with the progress of the work.

After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines satisfactory progress is not being made; at which point ten percent retention shall be reinstated.

**17.2. Substitute security:** If the member and the contract vendor agree to a substitute security, the agreement must be in full compliance with R7-2-1104 (D, E, F, G), or 41-2576 as applicable to the purchasing member. If a substitute security is agreed to, the contract vendor must provide Mohave and the member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against Mohave, or the member in relationship to the security assigned.

#### **18. RULES, REGULATIONS AND CODES**

**18.1. Certification of personnel regarding renovations, repair, and painting:** Personnel performing renovations, repair, and painting activities that disturb lead-based paint in target housing and child-occupied facilities constructed before 1978, shall comply with Part II, Environmental Protection Agency, 40 CFR Part 745, Lead; Renovation, Repair, and Painting program; Lead Hazard Information Pamphlet (<http://www.epa.gov/>).

**18.2. Compliance:** All work will be accomplished in conformance to current applicable OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contract vendor must inform the member of the situation. The contract vendor will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.

**18.3. Hazard notification:** Contract vendor must advise member whenever work is expected to be hazardous.

**18.4. Liens/serial numbers:** All materials shall be free of liens. Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.

#### **19. SURETY COMPANIES**

Surety companies issuing bid bonds, performance bonds and/or payment bonds under this contract must be licensed by the Arizona Department of Insurance. Evidence of such license will be the name of the surety company as found in the license search database provided by the Arizona Department of Insurance ([www.insurance.az.gov](http://www.insurance.az.gov)).

#### **20. WARRANTY/MAINTENANCE CONTRACTS**

**20.1. Extended warranties/service contracts:** The contract vendor or a manufacturer may offer extended warranties available at extra cost for members that agree to a maintenance contract. The maintenance contract shall be offered as a separate line item.

**20.2. Warranty work:** The contract vendor shall perform all warranty work and remain available to the member should continued service be required after warranty obligations are met.

#### **21. WORKSITE**

**21.1. Site access:** The member shall provide an all-weather road to the site and prepare the site with room for construction equipment.

**21.2. Site conditions:** The condition of the site before start up shall be agreed upon between the member and the contract vendor and shall be written into the contract.

**General Terms and Conditions and  
Standard Terms and Conditions for Construction  
Acceptance Form**

*Place after Tab 1c*

*Signature on Page 53 certifies complete acceptance of the General Terms and Conditions and the Standard Terms and Conditions for Construction in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and the Standard Terms and Conditions for Construction:**



We take no exceptions/deviations to the General Terms and Conditions and the Standard Terms and Conditions for Construction.

*(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*



We take the following exceptions/deviations to the General Terms and Conditions and the Standard Terms and Conditions for Construction. All exceptions/deviations shall be clearly explained. Reference the corresponding general terms and conditions and/or Standard Terms and Conditions for Construction that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions and the Standard Terms and Conditions for Construction. Provide details on your exceptions/deviations below:

*(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the substituted language. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

## Special Terms and Conditions

*Place after Tab 1d*

The following Special Terms and Conditions are in addition to the General Terms and Conditions and Standard Terms and Conditions for Construction that appear on pages 33-51. Please review them and complete the *Special Terms and Conditions Acceptance Form* (page 32).

### **1. DELIVERY**

- 1.1. Default in one installment to constitute total breach:** Contract vendor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any member under this contract.
- 1.2. Defective goods:** Contract vendor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contract vendor shall arrange for return shipment of damaged or defective goods.
- 1.3. Delivery time:** Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.
- 1.4. Improper delivery:** If the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.
- 1.5. Restocking fees:** A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Shipping charges on returns must be identified. Restocking and return shipping charges shall be identified on the price workbook.

### **2. FORM OF CONTRACT**

- 2.1. Contract vendor contract documents:** Mohave will review prospective contract vendor contract documents. If a firm submitting a bid requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the bid.  
  
If awarded a contract, any contract vendor's contract documents shall not become part of Mohave's contract with contract vendor unless, and until, an authorized representative of Mohave reviews and approves them.
- 2.2. Form of contract:** The form of contract for this solicitation shall be the Invitation For Bid, the awarded bid(s), and as required by the member, properly issued member purchase orders referencing the requirements of the Invitation For Bid.
- 2.3. Parol evidence:** The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

### **3. INSTALLATION**

Installation shall be scheduled directly with the member and be done in a reasonable amount of time. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

### **4. INSURANCE**

- 4.1. Deductibles:** Contract vendor shall pay the deductibles required by the insurance provided under this agreement.

**4.2. Liability insurance:** Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive public liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than \$2,000,000. Evidence of the required insurance shall be provided by means of a current certificate of insurance naming Mohave as the certificate holder with the coverage as stated above, with your bid. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave as the certificate holder. **Place after Tab 2b.**

In addition, contract vendor must be willing to provide, upon request, identical certificate of insurance to any member using this contract.

All insurance policies shall include a clause to the effect that the policy shall not be cancelled or reduced, restricted or limited until thirty days after the member and Mohave have received written notice, evidenced by a return receipt of a registered or certified letter, of the proposed action.

**4.3. Scope of Insurance:** Contract vendor's insurance shall provide adequate protection for contract vendor and contract vendor's subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) and licensed or authorized to do business in Arizona.

**4.4. Subcontractor insurance:** Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor, member and Mohave.

**4.5. Workers' compensation insurance:** Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

## **5. MAINTENANCE FACILITIES AND SUPPORT**

It is preferred that each contract vendor should have maintenance facilities and a maintenance support system available for servicing products throughout Arizona, or the regions specified in their bid. If a third party is used to provide maintenance or warranty work, bidder must include details of any such arrangement in the bid. Trained and qualified technicians shall be available to cover all parts of the state, or specific regions within the state for regional bids. It is preferred that maintenance services are available within 24 hours. Maintenance facilities must have sufficient parts inventory to provide quality service on products sold to members.

## **6. MANUFACTURER SUPPORT**

Bidders submitting bids as a manufacturer's representative must be able, if requested by Mohave, to supplement the bid with a letter from the manufacturer certifying that bidder is a bona fide dealer for the equipment offered, that bidder is authorized to submit a bid on such equipment, and which guarantees that should bidder fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

## **7. BID ACCEPTANCE PERIOD**

A bid submitted in response to this solicitation shall be valid and irrevocable for ninety (90) days after specified due date and time.

## **8. OVERVIEW**

**8.1. Bidder qualifications:** It is required that the bidder has extensive knowledge and experience with the installation, maintenance and provision of the equipment, or services offered. Mohave reserves the right to accept or reject newly-formed companies solely based on information provided in the bid and/or its own investigation of the company.

**8.2. Bid Bond:** Bidder shall provide an original bid bond or alternate bid security in the amount of **\$100,000. Place after Tab 1f.** Note: Bid security as a percentage of the bid value (e.g. – 10% of contract award) is not acceptable.

**8.3. Bonding Capacity:** The required minimum single job bonding capacity for this contract shall be \$600,000. Bidder shall provide a letter from your bonding agency describing your current bonding capacity as follows:

- Your single job bonding capacity.
- Your aggregate bonding capacity.
- An agent of you licensed bonding agency shall sign the letter.

If the original letter is not signed and/or has conflicting information, it shall render your bid nonresponsive. **Place letter from bonding agency after Tab 1f.**

**8.4. Order cycle overview:**

1. Member uses a Pcard or forwards purchase orders to Mohave that lists the contract number, along with a copy of detailed contract vendor quote. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails member order with "MESC Reviewed" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected invoices.

**9. PRICING**

**9.1. Administration fee:** Mohave's 1% administration fee shall be included in bidder's contract price. Contract vendor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.

**9.2. Application of pricing:** In Mohave's purchase order review process, the date Mohave receives a member purchase order or the date of a valid contract vendor's quote will generally be used to determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine the contract pricing that is in effect for an order when a contract vendor's quote does not exist or is invalid. However, other factors may apply.

**9.3. Basis for pricing:** Contract pricing under this IFB must be based upon:

1. Percent of discount(s) off list price or catalog(s);
2. Firm fixed price with economic adjustment (contingencies for economic price adjustment for defined surcharges must be identified in the bid); or
3. A combination of the above.

The price included in a catalog, price list, schedule or other form that:

- Is regularly maintained by a manufacturer, distributor or contractor;
- Is either published or otherwise available for inspection by customers and/or
- States prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved.

Established catalog price is referred to as manufacturer's price list, price list, or catalogs throughout this solicitation.

- 9.4. Catalogs/price lists:** A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with bid. Include a copy of the latest edition of all applicable price lists or catalogs to which discount shall be applied with your bid. Submission of outdated price lists or catalogs may result in rejection of bid.
- 9.5. Combination pricing:** Bids for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.
- 9.6. Decimal places:** Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.
- 9.7. Discounts:** Discounts must clearly identify the percent of discount to apply to the price list. If multiple discounts apply, bidder shall clearly indicate the discounts and applicable materials or services. Bidder shall agree that there will be no reduction in discount(s) during the term of contract.
- 9.8. Effect of price:** No contract shall be awarded solely on the basis of price.
- 9.9. Fixed prices:** Fixed price bids shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of the contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies (raw material, fuel or other surcharges) outlined in the bid. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to contract vendor that was out of contract vendor's control.
- 9.10. Fixed price review:** Mohave shall review requests for fixed price adjustments to determine if the new prices or another option is in the members' best interests. New fixed prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.
- 9.11. Market basket:** If bidder is providing an alternative product in the required Market Basket, bidder must provide specifications for those products. *White papers are not specifications and are not acceptable.*
- 9.12. New catalogs/price lists:** New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists, workbooks and/or catalogs to determine if the new prices or an alternative option is in the members' best interests. New price lists, workbooks and/or catalogs shall apply to the contract only upon approval from Mohave. New price lists, workbooks and/or catalogs found to be non-competitive at any time during the contract will be grounds for terminating the contract. Any new catalogs/price lists shall meet requirements as stated in **Basis for pricing**.
- 9.13. Overcharges by antitrust violations:** Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contract vendor assigns to member any and all claims for such overcharges as to the goods or services used to fulfill the contract.
- 9.14. Percent of discount as fixed price:** Percent of discount bids that are not based upon published price lists or catalogs will be administered as fixed price contracts.
- 9.15. Price reduction and adjustment:** Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Price reductions (e.g. quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Price reductions limited to a single member are not acceptable. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.

**9.16. Price workbook:** All bidders must complete the 150 Tennis and Related Sports Courts Workbook titled "150 tennis and sports courts.xlsx". Provide a CD, USB, or similar electronic media device with the completed workbook in your response. Paper copies of the workbook are required. Failure to complete and submit the 150 Tennis and Related Sports Courts Workbook shall render your bid nonresponsive. **Place after Tab 3a.** If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

**9.17. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE):** Contract vendor may charge for transportation, mileage, lodging and M&IE costs for employees that are required to travel to perform services at member site under this contract. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.

Reimbursements under this section shall not exceed the rates listed in approved pricing, and shall not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.

**9.18. Travel/drive rates or mobilization:** Contract vendor may charge for travel/drive rates or mobilization under this contract.

- Travel/drive rates are labor rates charged for time in transit to and from a job site, per person.
- Travel/drive rates may be used with mileage reimbursement, but shall be listed separately. Travel/drive rates are only applicable for out of area employees working under this contract.
- Mobilization charges are for the movement of equipment to the jobsite. Charges under this section shall not exceed the rates listed in approved pricing. Such charges must be on the quote and approved by the member.

**9.19. Special pricing offers:** Special pricing offers (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single member is not acceptable. Mohave must approve special pricing before it is offered to any member.

## **10. SITE REQUIREMENTS**

**10.1. Cleanup:** Contract vendor shall clean up and remove all debris resulting from their work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and unobstructed condition.

**10.2. Contract vendor employee fingerprinting:** Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with ARS §15-512(H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor or individual employee as determined by the member.

An exception to this requirement may be authorized in member's Governing Board policy, for persons who, *"as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils."*

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

**10.3. Onsite Contract Vendor Responsibilities:** The contract vendor is responsible for ensuring that all onsite work performed under this contract meets or exceeds the current OSHA standards, and is responsible for ensuring safe work performance of employees and subcontract vendors.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to the member's responsible staff or its administration. The contract vendor is responsible for providing and obtaining appropriate medical and emergency assistance and notifying fire and law enforcement agencies, when necessary. Except for rescue and emergency measures, the scene of the accident or incident shall not be disturbed, and the operation shall not resume until authorized by the member's responsible staff or administration. The contract vendor must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation.

For preemptive purposes, contract vendor and its employees or subcontractors shall immediately report to the member's responsible staff or administration all areas of concern that could potentially lead to accident or injury.

**10.4. Preparation:** Contract vendor shall not begin a project for which member has not prepared the site. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**10.5. Registered sex offender restrictions:** For work to be performed at an Arizona school, contract vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contract vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion.

**10.6. Safety measures:** Contract vendor shall take all reasonable precautions for safety on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contract vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to current state law and standard practices to protect workers, general public, and existing structures from injury or damage.

**10.7. Smoking:** Persons working under the contract shall adhere to current local smoking policies.

**10.8. Stored materials:** Upon prior written agreement between the contract vendor and member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials shall be provided to member prior to payment. Such materials shall be stored and protected in a secure location, and be insured for their full value by the contract vendor against loss and damage. Contract vendor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials shall also be clearly identified as property of member and be separated from other materials. Member shall be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the member, it shall be the contract vendor's responsibility to protect all materials and equipment. The contract vendor warrants and guarantees that title for all work, materials and equipment shall pass to the member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

## **11. SUBCONTRACTORS**

**11.1. Awarding subcontracts:** Bidder agrees that any subcontract competitively solicited by contract vendor will not be awarded solely upon membership or non-membership in a union or professional association.

**11.2. Entering subcontracts:** Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.

**11.3. Prime contractor:** Contract vendor will be considered a prime contractor and not a subcontractor. Neither Mohave nor the member will establish a contractual relationship with subcontractors.

**11.4. Subcontracts:** No subcontracts shall be entered into with any unlicensed party. Contract vendor must use subcontractors openly, include such arrangements in the bid, and certify upon request that such use complies with the current rules of the Arizona Registrar of Contractors and the Arizona procurement rules and code. No subcontracting costs may be hidden in a cost bid to member.

**11.5. Subcontractor payment:** Contract vendor agrees to pay subcontractors within seven days after receipt of payment from member, as required in Arizona procurement rules and code. If contract vendor receives any interest monies for delay of payment from member, contract vendor will pay subcontractor the correct proportion of interest received. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

**11.6. Use of subcontractors:** Labor used to perform work under the contract shall permit the work to be carried on harmoniously and without delay, and that will not cause any disturbance, interference or delay to the progress of the project (e.g. engaging in strike, work stoppage, picketing, ceasing work due to a labor dispute). Subcontractor shall not employ anyone whose employment may be objected to by prime contractor, member or Mohave.

## **12. TERM OF CONTRACT AND EXTENSION**

**12.1. Contract period:** It is Mohave's intent to award a multi-term contract for the specified materials, equipment and/or services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) potential additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contract vendor is so notified by Mohave.

**12.2. Contract extension:** Conditions for contract extension may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

**12.3. Month-to-month extensions:** Mohave reserves the right to offer month-to-month extensions if that is determined to be in the best interests of members.

## **13. WARRANTY/QUALITY GUARANTEE**

**13.1. Extended warranties/service contracts:** The contract vendor or a manufacturer may offer extended warranties available at extra cost for members that agree to a maintenance contract. The extended warranty contract shall be offered as a separate line item. The maintenance contract shall be offered as a separate line item.

**13.2. Fitness:** Contract vendor warrants that any equipment or material supplied to Mohave or its members shall fully conform to all requirements of the contract, all representations of contract vendor, and shall be fit for all purposes and uses required by the contract.

**13.3. Inspection:** The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the equipment or materials to contract vendor by member.

**13.4. Quality:** Unless otherwise specified, contract vendor warrants that for two (2) years after acceptance of the equipment or materials by member, they shall be:

- Of a quality to pass without objection in the industry or trade normally associated with them;
- Fit for the intended purpose(s) for which they are used;
- Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
- Adequately contained, packaged and marked as the contract may require; and
- Conform to the written promises or affirmations of fact made by contract vendor.

**13.5. Warranty requirements:** Contract vendor warrants that all equipment, materials, and services delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment shall carry a minimum 24-month manufacturer's warranty that includes parts and labor. Contract vendor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty shall be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor charges member for a replacement part that the contract vendor received at no cost under a warranty.

**13.6. Warranty work:** The contract vendor shall perform all warranty work and remain available to the member should continued service be required after warranty obligations are met.

## Special Terms and Conditions Acceptance Form

Place after Tab 1d

*Signature on Page 53 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the Special Terms and Conditions:**

- We take no exceptions/deviations to the Special Terms and Conditions.**

*(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

- We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below:**

*(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the substituted language. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

## Scope of Work

Place after Tab 1e

### 1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for tennis and related sports courts as specified within this Invitation for Bid. These services are requested for Mohave's statewide membership of approximately 450 public agencies. Contracts, in whole or in part, shall be awarded to bidder, or bidders, for an initial one (1) year term and four (4) potential one-year extension options.

The scope of work and specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, and/or materials of tennis and related sports courts. The specifications are not intended to be exclusive or to restrict competition. Bidders may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such bids and be the final judge on the acceptance of any alternate solutions.

One contract vendor holds Mohave's current contract for the specified products and services. Activity under the contract from 1/1/14 through 12/30/14 was \$991,008, and year to date activity (as of the publication date of this IFB) is \$208,955. This information is provided as an aid to bidders in preparing bids only. It is not to be considered a guarantee of volume under an awarded contract. The discount and pricing schedule shall apply regardless of the volume of business under the contract.

### 2. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Invitation for Bids Issued	October 9, 2015
Pre-bid Conference Held	October 19, 2015 at 10:00 a.m. (local AZ time)  Pre-bid conference will be held utilizing WebEx telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	October 30, 2015 at 5:00 p.m. (local AZ time)
Published IFB Due Date and Time	November 6, 2015 at 3:00 p.m. (local AZ time)  625 East Beale Street, Kingman, AZ 86401
Public Opening of Bids	November 6, 2015 at 3:00 p.m. (local AZ time)
Notice of Intent to Award <i>(estimated date only)</i>	December 15, 2015
Execution of Contract(s) <i>(estimated date only)</i>	February 1, 2016

### 3. SUBMISSION OF BIDS

3.1. Bids should provide straightforward, concise information that satisfies the requirements. Expensive bindings and/or color displays are not necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.

3.2. The bidder must submit a bid following information detailed in the *Instructions to Bidder and Checklist*.

### 4. CONTRACT TYPE

The term contract shall be a percent of discount off list price or catalog, fixed price, or a combination of both with indefinite quantities.

### 5. AWARD CRITERIA

**Award(s) shall be made to the lowest responsive and responsible bidder(s) whose bid(s) conform to all material respects to the requirements and evaluation criteria below:**

**1) Pricing Information:** Discount summary, electronic workbook and/or pricing documents, mobilization and transportation costs (travel/drive rates, airfare, car rental, mileage, lodging, M&IE), pricing methodology, bond methodology;

**2) Bid and Acceptance, Terms and Conditions, Scope of Work and Specification Documents, Bid Bond, Bonding Capacity:** Bid and Acceptance, amendments (if any), acceptance of General and Special Terms and Conditions, Standard Terms and Conditions for Construction, Scope of Work, Specifications with exceptions/deviations noted, bid bond/alternate security, bonding capacity;

**3) Required Information:** Complete response to the Method of Approach and Qualification and Experience pages, references (past performance information), certificate of insurance, company financials;

**4) Primary Contract Documents:** Completed primary contract documents, support and maintenance information, sample supplemental agreements;

**5) Additional Information:** Checklist form, descriptive literature and supporting printed data, additional information.

**References and definitions used for specifications:** (acronyms used in the solicitation are noted in bold font below):

American National Standards Institute (**ANSI**): [www.ansi.org](http://www.ansi.org)

American Sports Builders Association (**ASBA**): [www.sportsbuilders.org](http://www.sportsbuilders.org)

American Society for Testing and Materials International (**ASTM**): [www.astm.org](http://www.astm.org)

Post-Tensioning Institute (**PTI**): [www.post-tensioning.org](http://www.post-tensioning.org)

## Specifications

*Place after Tab 1e*

### **SPECIFICATIONS**

**Compliance with specifications:** The fact that a manufacturer, supplier or bidder chooses not to produce or provide equipment, supplies and/or services to meet the specifications shall not be considered sufficient cause to adjudge the specifications as restrictive. Bidders shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

**Deviations from specifications:** Bidders will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceeds specifications. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final. Details for exceptions/deviations shall be listed by specification number on the *Scope of Work and Specifications Acceptance Form*.

**Partial bids:** Mohave will consider partial bids for award of a contract.

**Purpose of specifications:** Specifications are designed to enable bidder to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If bidder believes a specification is unnecessarily restrictive, bidder must notify Mohave prior to specified bid due date and time.

**Use of brand names:** Brand names, trade names, model numbers, and/or catalog numbers may be used to describe the standard of quality, performance, and other characteristics needed to meet member requirements. Use of the name of a manufacturer, brand, make or catalog number is not intended to limit or restrict competition, nor does it restrict bidder from the submission of equivalent brands. However, Mohave reserves the right to decide whether alternatives are equivalent to the materials and equipment described in the solicitation. Mohave will be the sole judge on the question of equivalent quality, and Mohave's decision shall be final.

Specification	Comply	Deviate*
<b>1.1 Tennis and Related Sports Courts General Requirements</b>		
1.1.01 Products offered shall meet or exceed the recommended current applicable ASBA guidelines and all requirements of the ASBA performance specifications for synthetic surfaced tennis and related sports courts.	<input checked="" type="checkbox"/>	
1.1.02 Completed new courts shall meet current applicable ASBA specifications.	<input checked="" type="checkbox"/>	
1.1.03 Repairs and/or resurfacing to courts shall meet current applicable ASBA specifications.	<input checked="" type="checkbox"/>	
1.1.04 Demo and site construction services may be offered as part of a complete court project.	<input checked="" type="checkbox"/>	
1.1.05 Design and engineering services may be included as part of a complete court project. An engineer currently licensed in Arizona for the specific project shall perform engineering services.	<input checked="" type="checkbox"/>	
1.1.06 As requested by member, contract vendor shall supply all engineering specifications and/or drawings as required to obtain local building permits for the work to be performed.	<input checked="" type="checkbox"/>	
<b>1.2 Court Foundation and Slab Requirements</b>		
1.2.01 Concrete shall meet all current applicable ASTM recommendations.	<input checked="" type="checkbox"/>	
1.2.02 Waterproof membrane shall be placed under the court's slab as required.	<input checked="" type="checkbox"/>	
1.2.03 Underground drainage shall meet engineering requirements for the installation site's soil conditions.	<input checked="" type="checkbox"/>	

1.2.04	In areas with soil conditions that may compromise the integrity of the court, the contract vendor shall not proceed with construction without the recommendations of an engineer whose licensing includes site construction services.	<input checked="" type="checkbox"/>	
1.2.05	Design and construction of the court shall include drainage and/or channeling of water from underground sources, landscaping or irrigation away from the court.	<input checked="" type="checkbox"/>	
1.2.06	In areas where trees grow close to the court, contract vendor may provide a root wall to prevent roots from spreading to the area beneath the court.	<input checked="" type="checkbox"/>	
1.2.07	Flush surface drains shall be installed between courts on multiple court systems when existing site construction or site constraints prevent the courts from being sloped properly.	<input checked="" type="checkbox"/>	
1.2.08	In building multiple courts side by side, contract vendor shall provide the required safety space between as specified in drawings or plans, and/or as specified in current applicable federal, state, or local building codes.	<input checked="" type="checkbox"/>	
1.2.09	Post-tensioned courts shall be constructed using, at minimum 4" of ABC compacted base material and 3,000 psi concrete at 5" thickness.	<input checked="" type="checkbox"/>	
1.2.10	Post-tensioned concrete courts shall use greased and sleeved cables on centers across both directions of the court that meet current applicable ASBA and/or PTI standards.	<input checked="" type="checkbox"/>	
1.2.11	The cables shall have tension plates on both ends leaving one end exposed until after the court is poured. After the concrete has been fully cured, the required amount of tension shall be placed on the cables. A final tension shall be required to meet current applicable PTI standards or per project engineer's specifications. The exposed cables shall be cut and the exit holes patched with concrete.	<input checked="" type="checkbox"/> Per Addendum #1	
1.2.12	The court shall drain side-to-side or end-to-end, with no crowning. Court shall meet minimum slope and maximum slope as specified in plans and/or drawings.	<input checked="" type="checkbox"/>	
1.2.13	The court's slab shall be tested for proper leveling and high spots.	<input checked="" type="checkbox"/>	
1.2.14	After the court's slab has cured, or all repairs are completed and dry, a concrete primer and/or sealer shall be applied.	<input checked="" type="checkbox"/>	
1.2.15	Court areas shall be designed with a viewing area. A source for water and electricity may be included.	<input checked="" type="checkbox"/>	
<b>1.3 Court Playing Surface Requirements</b>			
1.3.01	Contract vendor shall apply as many leveling coats as required to meet current applicable ASBA standards. Coating materials and mixtures shall be applied per manufacturer's recommendations.	<input checked="" type="checkbox"/>	
1.3.02	Asphalt surfaces shall be prepared and coated as per the manufacturer's specifications.	<input checked="" type="checkbox"/>	
1.3.03	Sealer, silica sand and acrylic shall be applied per manufacturer's instructions.	<input checked="" type="checkbox"/>	
1.3.04	For heavy traffic areas, including recreational surfaces, and walk areas, a single-component water based acrylic urethane coating shall be applied.	<input checked="" type="checkbox"/>	
1.3.05	No coatings shall be applied to any cement base that has sealers or curing agents. Concrete surfaces shall be prepared as recommended by the manufacturer of the water based acrylic urethane coating.	<input checked="" type="checkbox"/>	
1.3.06	Paint for the white playing lines shall be mixed with rounded silica sand.	<input checked="" type="checkbox"/>	
1.3.07	Placement of playing lines shall be as specified and required by the ASBA.	<input checked="" type="checkbox"/>	
<b>1.4 Court Materials and Product Requirements</b>			
1.4.01	Net posts shall be set in aluminum or PVC sleeves in the concrete foundation.	<input checked="" type="checkbox"/>	

1.4.02	The net posts shall be powder coated over a strong, but hollow metal shaft that houses internal metal winding gears for the tightening of the net. Net posts shall be placed per current applicable ASBA standards.	<input checked="" type="checkbox"/>	
<b>1.5 Court Lighting Systems Requirements</b>			
1.5.01	Court lighting system installations shall only be allowed as part of a complete project for construction of new and reconstruction of existing tennis and related sports courts.	<input checked="" type="checkbox"/>	
1.5.02	Court lighting systems shall be as specified in drawings or plans and as approved by member.	<input checked="" type="checkbox"/>	
1.5.03	All tennis and related sport courts lighting system installations shall be in compliance with manufacturer's recommendations and meet current applicable federal, state, and local building codes.	<input checked="" type="checkbox"/>	
1.5.04	Court lighting poles shall be available in various diameters, heights and materials (aluminum or galvanized steel).	<input checked="" type="checkbox"/>	
1.5.05	Installed foundations and footings for court lighting poles shall be in compliance with lighting pole manufacturer's recommendations, engineering specifications and meet current applicable federal, state, and local building codes. Contract vendor shall provide all engineering specifications and/or drawings requested by member.	<input checked="" type="checkbox"/>	
1.5.06	Stand-alone repairs and alterations of existing court lighting systems is not requested and shall not be allowed under an awarded contract.	<input checked="" type="checkbox"/> Per Addendum #1	
<b>1.6 Court Perimeter Fencing Requirements</b>			
1.6.01	Court perimeter fencing installations shall only be allowed as part of a complete project for construction of new and reconstruction of existing tennis and related sports courts.	<input checked="" type="checkbox"/>	
1.6.02	Court perimeter fencing shall be installed as specified in drawings or plans and as approved by member.	<input checked="" type="checkbox"/>	
1.6.03	All installations shall be in compliance with manufacturer's recommendations and meet current applicable federal, state, and local building codes.	<input checked="" type="checkbox"/>	
1.6.04	Stand-alone repairs and alterations of existing perimeter fencing is not requested and shall not be allowed under an awarded contract.	<input checked="" type="checkbox"/>	

**\*Exceptions/deviations must be listed on the *Scope of Work and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

## Scope of Work and Specifications Acceptance Form

Place after Tab 1e

Signature on page 53 certifies complete acceptance of the Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

### Check one of the following responses to the Scope of Work and Specifications:

- We take no exceptions/deviations to the Scope of Work and Specifications.**

*(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

- We take the following exceptions/deviations to the Scope of Work and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:**

*(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meets or exceeds specifications. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

**Bid Bond**

Place after Tab 1f

KNOW ALL MEN BY THESE PRESENTS:

THAT, General Acrylics, Inc.  
(hereinafter called Principal), as Principal, and SureTec Insurance Company

a corporation organized and existing under the laws of the State of Texas, with its principal office  
in the city of Houston, (hereinafter called the

Surety), as Surety, are held and firmly bound unto Mohave Educational Services Cooperative, Inc. in the  
State of Arizona, (hereinafter called the Obligee) in the amount of \$100,000 for payment whereof the  
said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Tennis and Related Sports Courts.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter  
into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds  
as may be specified in the bidding or contract documents with good and sufficient surety for the faithful  
performance of such contract and for the prompt payment of labor and material furnished in the  
prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give  
such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty  
hereof between the amount specified in said bid and such larger amount for which the Obligee may in  
good faith contract with another party to perform the work covered by said bid, then this obligation shall  
be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorney  
fees as may be fixed by a judge of the court.

Witness our hands this 6th day of November, 2015.

General Acrylics, Inc.

PRINCIPAL SEAL

PRESIDENT  
BY Jonnie Deremo, President

SureTec Insurance Company

SURETY SEAL

BY Jennifer Castillo

Paffenbarger & Walden, LLC

AGENCY OF RECORD

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Andrew J. Paffenbarger, Jennifer Castillo, Joseph A. Clarken III, Scott Wareing, Melanie Ankeney

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 1st day of December, A.D. 2014

State of Texas  
County of Harris

ss:

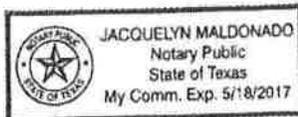


SURETEC INSURANCE COMPANY

By: \_\_\_\_\_

John Knox Jr., President

On this 1st day of December, A.D. 2014 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



\_\_\_\_\_  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 6th day of November 2015, A.D.

\_\_\_\_\_  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



1819 E Morten  
Suite 220  
Phoenix, AZ 85020  
P 602-212-9160  
F 602-212-9161

October 26, 2015

Re: General Acrylics, Inc.

To Whom It May Concern:

We are pleased to advise that General Acrylics, Inc. is a surety client of our agency. Considered one of our finest accounts, General Acrylics, Inc. has an outstanding financial statement and credit history. Our research on this firm, combined with their past experience, indicates a company well versed in the construction industry.

We have a single bond limit of \$3,000,000 and an aggregate bond limit of \$6,000,000. We would look forward to issuing bonds within these guidelines, subject to normal underwriting conditions, satisfactory review and approval of contract documents at the time of the bond request. Surety credit is provided through SureTec Insurance Company. SureTec Insurance Company has an A.M. Best & Co. rating of A, a financial category listing of VII and is listed with the Department of the Treasury.

This letter is not an assumption of liability, nor is it a bid bond or performance bond. It is issued only as a prequalification letter and bonding reference as requested by our client. We assume no liability to third parties or to you, if for any reason we do not execute said bonds.

If you have any questions, or would like to further discuss the qualifications of this fine account, please call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jennifer Castillo', written over a horizontal line.

Jennifer Castillo  
Paffenbarger & Walden, LLC

## Supplemental Information – Method of Approach

*Place after Tab 2a*

**Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that a bidder would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your bid being considered nonresponsive.**

1. Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract.
2. Bidder shall provide a project plan that describes how the bidder intends to implement the plan to Mohave and its members. This information will include, but not be limited to:
  - Account team structure and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes;
  - Communication process with Mohave and its members;
  - Standard delivery time for products/services after receipt of purchase order; and
  - Any other value-added services that may benefit members. Provide specific information.
3. Indicate how you will ensure your sales staff does not sell products or services that are not on contract.

Indicate if your bid is regional or statewide: Regional \_\_\_\_\_ Statewide

If regional, indicate the regions in Arizona you will serve.

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Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

NONE

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In the past three years, what percentage of your Arizona business do you estimate was in each geographical area identified below?

Maricopa/Pinal/Pima counties 80 %

Northern Arizona 10 %

Southern Arizona 10 %

If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

We will cover the entire State of Arizona, addressing the needs of all members.

We make trips to the out lying areas several times a year to check on them.

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Describe how you would use local subcontractors to accomplish the work. What is the maximum amount of work you would subcontract to complete a job?

We are available to contract anywhere in the State of Arizona and seek opportunities

in all areas.

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## Supplemental Information – Qualifications and Experience

*Place after Tab 2a (except as noted below)*

**Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the qualifications and experience of the bidder. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your bid being considered nonresponsive.**

1. Write a *brief* history of your company that includes length of time in business and your firm's philosophy of doing business. Provide written verification if bidder has recently purchased an established business or has proof of prior success in this business or a closely related business.
2. Provide the address for your company's headquarters. Provide addresses for any branch offices in Arizona. Indicate how long your company has provided the products/services you are proposing. Provide names, titles, qualifications and experience of the key people who will support this contract.
3. Contract vendor shall employ an ASBA Certified Tennis Court Builder on staff to ensure quality control in all aspects of a project conducted in an awarded contract. **Place copies of current ASBA Certified Tennis Court Builder(s) certificate(s) after Tab 2d.**
4. Provide details for three (3) projects completed where post-tensioned tennis courts were constructed. Provide the name of the private or public agency, type of project, year of the project, contract amount, contact name and telephone number. Include any project photographs (maximum of three (3) photographs per project), scaled-down drawings (8-1/2" by 11"), or other pertinent project information after this page. **Information for Question #4 shall not exceed a maximum of 21 pages including photographs.**

Number	Name of Private or Public Agency	Contract Sales Amount	Year of the Project	Contact Name	Phone Number
<b>1</b>	Ironwood Country Club	\$157,890.00	2015	Ron Kotnick	480-862-5567
<b>Description of project #1.</b>					
Rebuild Two (2) Clay Tennis Courts in Post-Tensioned Concrete. Project included; demo of existing clay courts, fence, and lighting. Sub-grade was prepared on proper slope for the new hard courts. New fencing was installed and reconfigured to provide a more user friendly atmosphere, The existing Sixteen (16) metal halide light fixtures were removed and replaced with Twelve (12) New LED Light fixtures that provide superior lighting					
<b>2</b>	Coolidge High School	\$268,222.00	2015	David Gray	602-503-8177
<b>Description of project #2.</b>					
Constructed Four (4) New Post-Tensioned Concrete Tennis Courts & Small Playground Safety Surface					
<b>3</b>	Yavapai Community College	\$458,898.60	2014	Ryan Bouwhuis	928-776-2195
<b>Description of project #3.</b>					
Project consisted of constructing Seven (7) New Post-Tensioned Concrete Tennis Courts, along with surfacing and equipment. Construction involved coordination with numerous other trades and subcontractors that worked on the project.					

5. Provide ASBA membership or membership(s) in other industry-recognized organizations. (Mohave shall make the sole determination as to whether membership other than ASBA is acceptable.) **Place after Tab 2e.**
6. Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate bids and will not be made available to the public.* **Place after Tab 2c.**

Bidders may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Bidders are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential. **Place after Tab 2c.**

7. Indicate if your firm would qualify as a minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned, etc.). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations. *NOTE: This information is used for reporting purposes only and is not a factor in the evaluation.*
8. Include information regarding your authorization to submit a bid for the specified products/services and that you can provide the services if awarded a contract. Indicate if you are a bona fide dealer for the products/services in the bid or if you are a manufacturer of the products/services in the bid.
9. Provide a letter of reference from three (3) different Arizona public agencies where work has been successfully accomplished in the past five (5) years, for specific goods/services related to this solicitation. If you cannot provide three (3) Arizona public agency letters of reference, provide other public agency references. Include the reference letters in your response. Reference letters sent directly to Mohave on your behalf cannot be accepted. The letters of reference should provide the following information:
  - Organization's name and location
  - Organization's representative and contact information (phone and email address)
  - A brief description of the work, when and where the work was performed
  - Any specific issues that may be pertinent regarding the work performed
  - Letters shall be properly dated, signed and on organization's letterhead



## EXECUTIVE SUMMARY OF PROPOSAL

General Acrylics, Inc. hereby respectfully submits pricing for the following items:

- Construction of new Post-Tensioned concrete tennis courts, play courts and all related items
- Post-Tensioned concrete court overlayment for reconstruction of older cracked courts
- Perimeter concrete curbing
- Court maintenance, including inspection and washing
- Court drainage
- Complete hourly labor rates
- Design & engineering services
- Equipment for excavation, demolition and installation
- All necessary rental equipment rates & rental fencing costs
- All disposal fees, including on-site dumpster
- Repair and resurfacing of tennis and play courts
- Caulking & re-caulking of expansion joints in all types of courts
- Pro-Bounce© court overlayment system
- Pro-Court© synthetic court system
- Court surfacing for new or bare concrete tennis and play courts
- Ure-Kote© (urethane/acrylic surfacing of concrete courts)
- Cleaning and preparation of existing courts
- Removal of existing unstable coatings & diamond grinding of cracks

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22222 N 22<sup>nd</sup> Avenue • Phoenix, AZ 85027  
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- Court striping, for tennis, basketball and other game lines
- Materials and supplies
- Complete line of tennis, basketball, and volleyball equipment and accessories
- Complete court lighting and electrical items, including; LED light fixtures, metal halide fixtures, poles, mounting brackets, concrete light pole bases, wiring, conduit and other services
- Miscellaneous related items
- Mobilization, per diem and lodging / outside sixty (60) mile radius of General Acrylics location (Phoenix)
- Payment and performance bonding
- Pass-through costs as required by local codes

We are looking forward to a continued relationship with Mohave Educational Services Cooperative, and wish to thank you for the past 10 years of working with the entire staff there.

Sincerely,

GENERAL ACRYLICS, INC.



Jonnie Deremo, President

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### ***Supplemental Information: Method of Approach***

1. Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract.

See attached Executive Summary

2. Bidder shall provide project plan that describes how the bidder intends to implement the plan to Mohave and its members. This information will include, but not be limited to:

- Account team structure and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes;
- Communication process with Mohave and its members;
- Standard delivery time for products/services after receipt of purchase order; and
- Any other value-added services that may benefit members. Provide specific information.

- a. General Acrylics, Inc. has been servicing MES members since 1996 when we were awarded our first MES contract. Our account team consists of three representatives that each have customers across the state. Each representative contacts their members several times throughout the year to service their needs. Our production department handles scheduling and completion of projects sold.

MES members that contact General Acrylics are passed on to the appropriate representative who then takes care of their request.

When General Acrylics receives a purchase order from the member, the member is then contacted to schedule their project or to receive goods purchased. Most projects are started within two weeks of receipt of the purchase order. Many projects are scheduled prior to receipt of the purchase order to meet the member's requested completion dates.

We provide our customers with a better end product due to our fifty-six plus years' of experience and stability in the industry. We have the most experienced personnel in the state.

3. Indicate how you will ensure your sales staff does not sell products or services that are not on contract.

Our management meets with the sales staff annually to review our MES contract and items covered on the contract.

New members are trained on the complete MES process and items offered prior to taking on any member accounts. In general our team is taught to ask management if they are unsure of a unique request.

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### ***Supplemental Information: Qualifications and Experience***

1. Write a *brief* history of your company that includes length of time in business and your firm's philosophy of doing business. Provide written verification if bidder has recently purchased an established business or has proof of prior success in this business or a closely related business.
  - a. General Acrylics, Inc. was incorporated in 1958 in the state of Arizona. From 1958 to 1971 the corporation operated as a paving and utilities contractor under the name of W-H Construction, Inc. During the late 1950's and early 1960's a market emerged for tennis court construction and all-weather track construction. One of the principals of the company, Dick Hoover, already had a great deal of experience in this area having previously worked for two of the country's largest manufacturers of tennis court coatings and all-weather track surfaces. When employed at both Chevron and California Products/Zemco, Dick Hoover was involved with product development and training of contractors in the application of tennis court coatings and the installation of all-weather track surfaces. The company did very well in the construction of both tennis courts and running tracks. By 1972 the company had grown tremendously and the decision was made to split the company with Dick Hoover taking over the tennis court and track construction division. The company's name changed to General Acrylics, Inc. and Mr. Hoover remained the president and sole stockholder until 1987 when the current owner Jonnie Deremo, purchased 100% of the company and its stock.

Our philosophy at General Acrylics is to provide the best products and service at a fair price. Since 1987 General Acrylics, Inc. has become a leading tennis court and running track contractor in Arizona, New Mexico and Colorado. This has been accomplished by providing reliable products and installations with quality, integrity, and customer satisfaction as our main goals. The quality of our installations, and service we provide along with the assurance of knowing that we will be available to honor our commitments, guarantees the best value to our clients. By following these goals and principles we have become respected, successful, and prosperous in our field of construction.

General Acrylics, Inc. received its first contract with Mohave Educational Services in 1996, and we have enjoyed a very successful relationship with Mohave Educational Services since. We have been licensed in the State of New Mexico since 1990. We have worked under a Cooperative Educational Services contract based on our Mohave contract since 2004 installing both tennis courts and running tracks. It has been very satisfying to complete the number of projects with the different school districts and the many different scopes of work.

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2. Provide the address for your company's headquarters. Provide addresses for any branch offices in Arizona. Indicate how long your company has provided the services/products you are proposing. Provide names, titles, qualifications and experiences of the key people who will support this contract.
- a. In October, 2001 General Acrylics, Inc. moved and expanded its headquarters to 22222 North 22<sup>nd</sup> Avenue, in Phoenix, Arizona 85027. Our office, manufacturing plant and yard space cover an area of over an acre and a half. General Acrylics, Inc. has been contracting in Arizona since 1958, in New Mexico since 1990 and in Colorado since 1998.
- b. Following is a list of key people who are assigned to this contract:
- **Jonnie Deremo**, Owner and President of General Acrylics, Inc. Certified Tennis Court Builder  
Jonnie has been the President and owner of General Acrylics, Inc. for over 27 years. He acquired the company with one employee one work truck while being the manager, foreman, estimator, superintendent, and bookkeeper. The company has grown to the size we contract or subcontract over 9 million dollars of work each year. We constructed/resurfaced hundreds of tennis/basketball courts this year as well as ten tracks and eleven synthetic turf fields.
  - **Matt Vaughan**, Tennis Court Sales; with over 19 years' experience in the tennis industry.
  - **Mike Wickham**, Tennis Court, Running Track and Synthetic Turf Sales; with over 20 years' experience in sales and sales management within the construction industry.
  - **Bo Campbell**, Tennis Court Sales; with 3 years' experience in sales within the construction industry.
  - **Brett Hamilton**, Estimator; has over 20 years' experience in the estimating, construction and project management.
  - **Greg Kassick**, Operations Manager; Greg oversees all aspects of our projects; he has over 20 years' experience in construction management.
  - **Zac Riddiough**, Tennis Court Surfacing Superintendent; has over 10 years combined experience in construction.
    - We have four surfacing crews consisting of 2-4 members each with a combined experience of over 20 years.
  - **Barry Edelstien**, Plant Manager; has over 20 years' experience with paints and tints used in the manufacturing of coatings.
  - Our office staff consists of **Melissa Overgard**, Project Coordinator; **Dennis Redifer**, Controller; **Pam Lord**, Accounts Payables and Receivables.
3. Contract vendor shall employ an ASBA Certified Tennis Court Builder on staff to ensure quality control in all aspects of a project conducted in an awarded contract.
- a. **Jonnie Deremo**, President holds this certificate.

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4. Provide details for three (3) projects completed where post-tensioned tennis courts were constructed. Provide the name of the private or public agency, type of project, year of project, contract amount, contact name and telephone number. Include any project photographs (maximum of three (3) photographs per project), scaled-down drawings (8 1/2" X 11"), or other pertinent project information after this page.
  1. Ironwood Country Club, Rebuild Two (2) Clay Tennis Courts in Post-Tensioned Concrete. Project included; demo of existing clay courts, fence, and lighting. Sub-grade was prepared on proper slope for the new hard courts. New fencing was installed and reconfigured to provide a more user friendly atmosphere, The existing Sixteen (16) metal halide light fixtures were removed and replaced with Twelve (12) New LED Light fixtures that provide superior lighting, project completed September 10, 2015, Contract amount \$157,890.00, Contact is Ron Kotnick with Sun Lakes HOA 480-862-5567.
  2. Coolidge High School, Constructed Four (4) New Post-Tensioned Concrete Tennis Courts & Small Playground Safety Surface, project completed January 21, 2015, Contract amount \$268,222.00, Contact is David Gray with DNG Construction 602-503-8177.
  3. Yavapai Community College, Project consisted of constructing Seven (7) New Post-Tensioned Concrete Tennis Courts, along with surfacing and equipment. Construction involved coordination with numerous other trades and subcontractors that worked on the project. Project completed September 29, 2014, Contract amount \$458,898.60, Contact is Ryan Bouwhuis with Yavapai Community College 928-776-2195.
5. Provide ASBA membership or membership(s) in other industry-recognized organizations. (Mohave shall make the sole determination as to whether membership other than ASBA is acceptable.)
6. Provide a current letter from your financial institution indicating the range of credit available to your firm. (e.g., "credit in the low nine figures" or "credit line exceeding five figures.") Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate bids and will not be made available to the public.*

Bidders may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Bidders are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential.

- a. Please see the attached letter from our financial institute as well as letters from select vendors verifying our financial stability.
7. Indicate if your firm would qualify as a minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person or persons of a particular group (e.g., Woman owned, Hispanic owned, Native American owned, etc.). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license and written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws and stock

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certificates for corporations. *NOTE: This information is used for reporting purposes only and is not a factor in evaluation.*

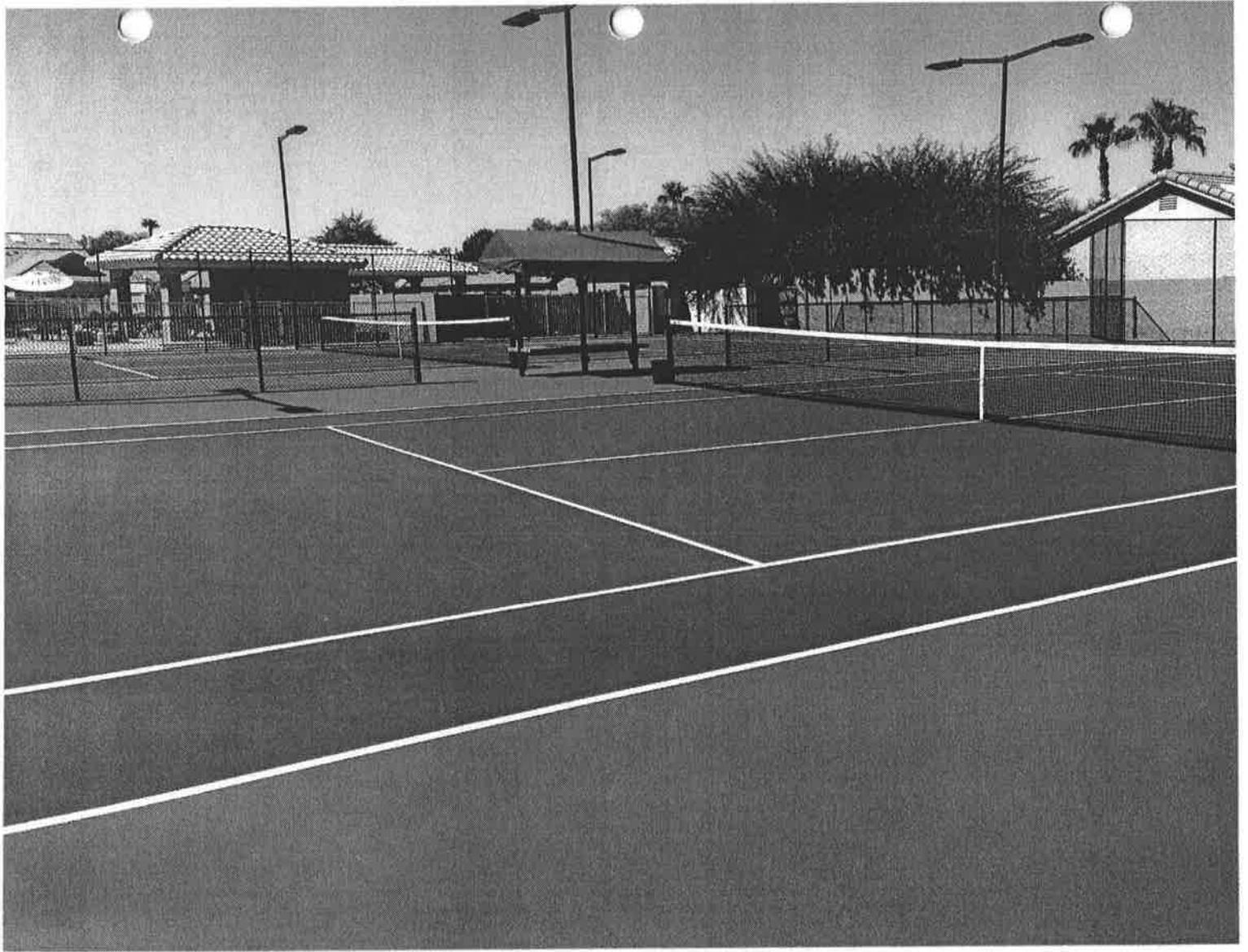
- a. Our company does not qualify as a minority owned business.
8. Include information regarding your authorization to submit a bid for the specified products/services and that you can provide the equipment if awarded a contract. Indicate if you are a bona fide dealer for the products/services in the bid or if you are a manufacturer of the products/services in the bid.
- a. General Acrylics, Inc. has been manufacturing Gameco Products for surfacing of courts since 1991. We pride ourselves on manufacturing the most up-to-date and innovative products for our harsh Arizona climate.
  - b. Please see attached Authorized Dealer letters.
9. Provide a letter of reference from three (3) different Arizona public agencies where work has been successfully accomplished in the past five (5) years, for specific goods/services related to this solicitation. If you cannot provide three (3) Arizona public agency letters of reference, provide other public agency references. Include the reference letters in your response. Reference letters sent directly to Mohave on your behalf cannot be accepted. The letters of reference should provide the following information:
- Organization's name and location
  - Organization's representative and contact information (phone and email address)
  - A brief description of the work, when and where the work was performed
  - Any specific issues that may be pertinent regarding the work performed
  - Letters shall be properly dated, signed and on organization's

(602) 569-9377 • Fax (623) 298-1310 • Toll Free (800) 436-2279  
22222 N 22<sup>nd</sup> Avenue • Phoenix, AZ 85027  
[www.generalacrylics.com](http://www.generalacrylics.com)



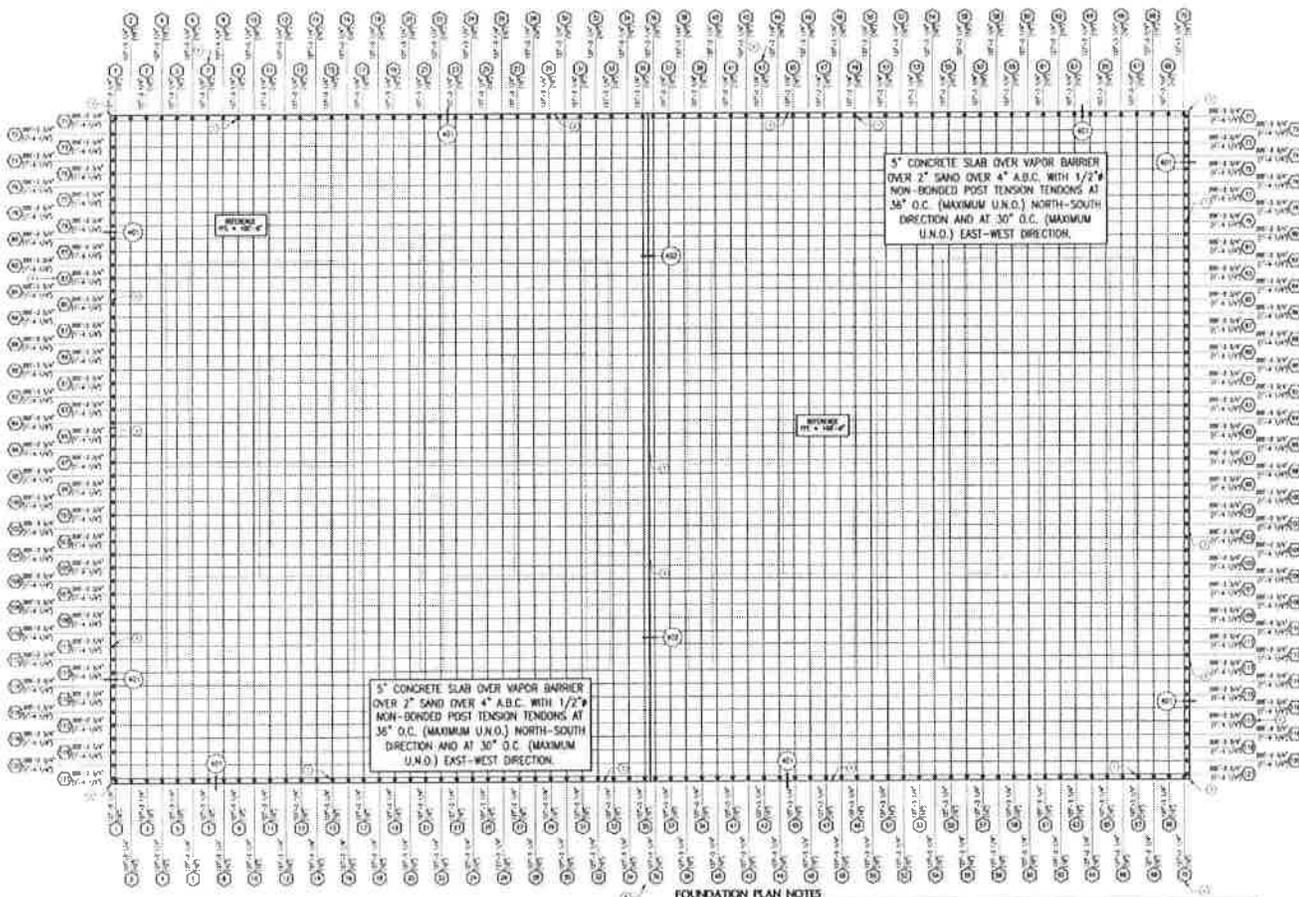
**IRONWOOD  
COUNTRY CLUB**







**COOLIDGE  
HIGH SCHOOL**



FOUNDATION PLAN - TENNIS COURTS  
 04/17/14

**FOUNDATION PLAN NOTES**

- ① INDICATES LOCATION AND NUMBER OF POST-TENSIONING TENDONS - 1 TENDON.
- ② INDICATES SIZE AND NUMBER OF POST-TENSIONING TENDONS - 1 TENDON.
- ③ LENGTH INDICATED - DIMENSION FROM CENTER LINE OF SLAB TO CENTER LINE OF TENDON. DIMENSION IS REQUIRED FOR ALL TENDONS. TENDONS TERMINATING SHORT FOR SLAB SHALL BE SETTING IN SLAB, ETC.
- ④ POINTS EXISTING LOWER THAN FINISH OF 5' HIGH MOUND SHALL REMAIN - 1 TENDON.
- ⑤ IF TOP AND BOTTOM REINFORCING SHALL BE CONSIDERED AS ONE PER FACE. PROVIDE CHAIRS REINFORCING BARS LAP SPICES AT MINIMUM WITH PERMITS IF REQUIRED.
- ⑥ DIMENT WHICH EXCEEDS THE PERMITS (OTHER SHALL BE PERMITS) FROM FINISH OF 5' HIGH MOUND.

REVISIONS

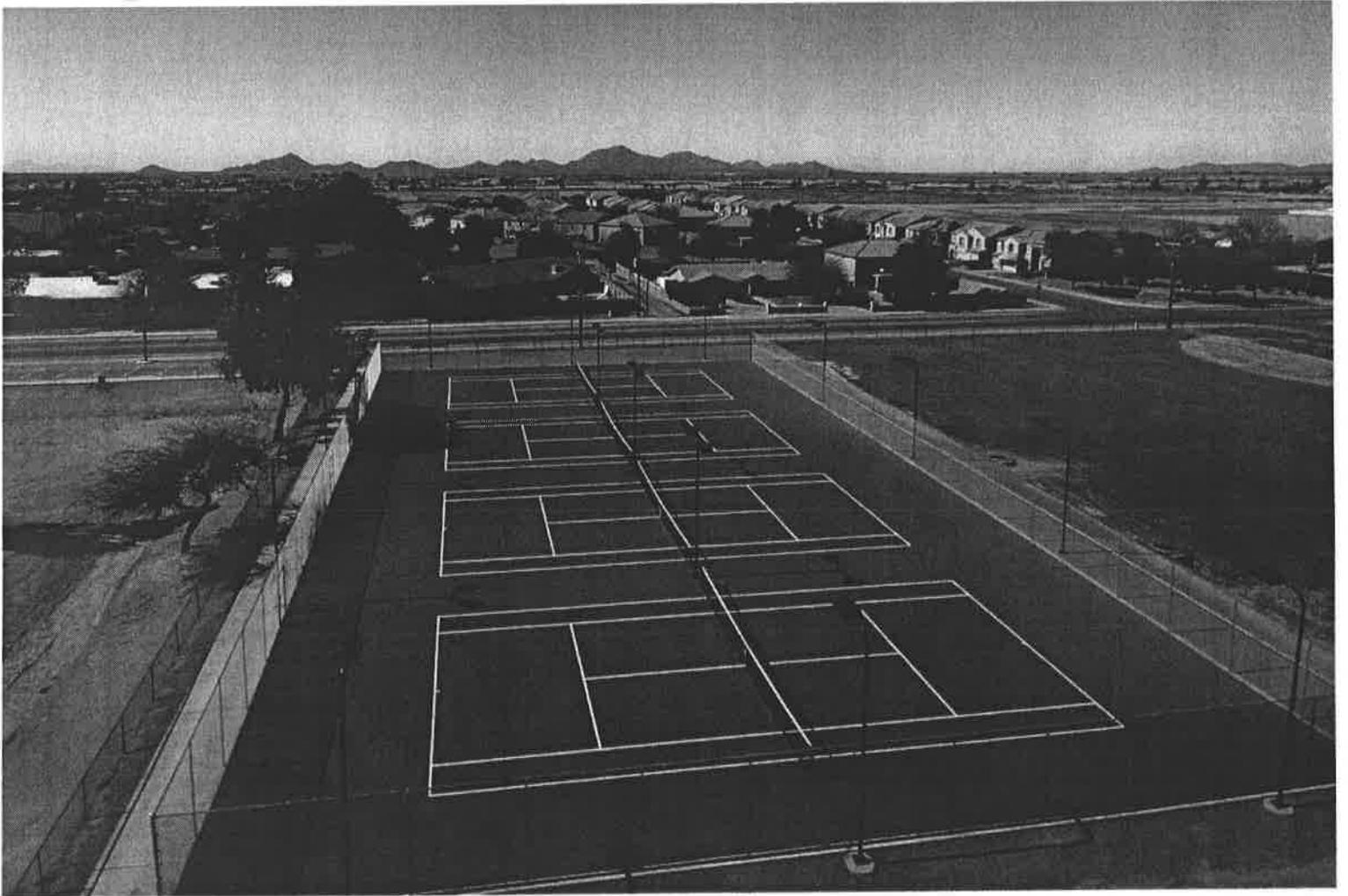

PROJECT NAME:  
**COOLIDGE HIGH SCHOOL  
 TENNIS COURTS**  
 PROJECT ADDRESS:  
 COOLIDGE, ARIZONA 85428

JOB NO.: 14288  
 DRAWN: JDB  
 CHECKED: GBR  
 SCALE: AS SHOWN  
 DATE: 09.30.14

**B. RODERICK**  
 ENGINEERING  
 L.L.C.  
 2001 N. GILBERT AVENUE, SUITE 100  
 GILBERT, ARIZONA 85234  
 TEL: 480.833.2222  
 FAX: 480.833.2222

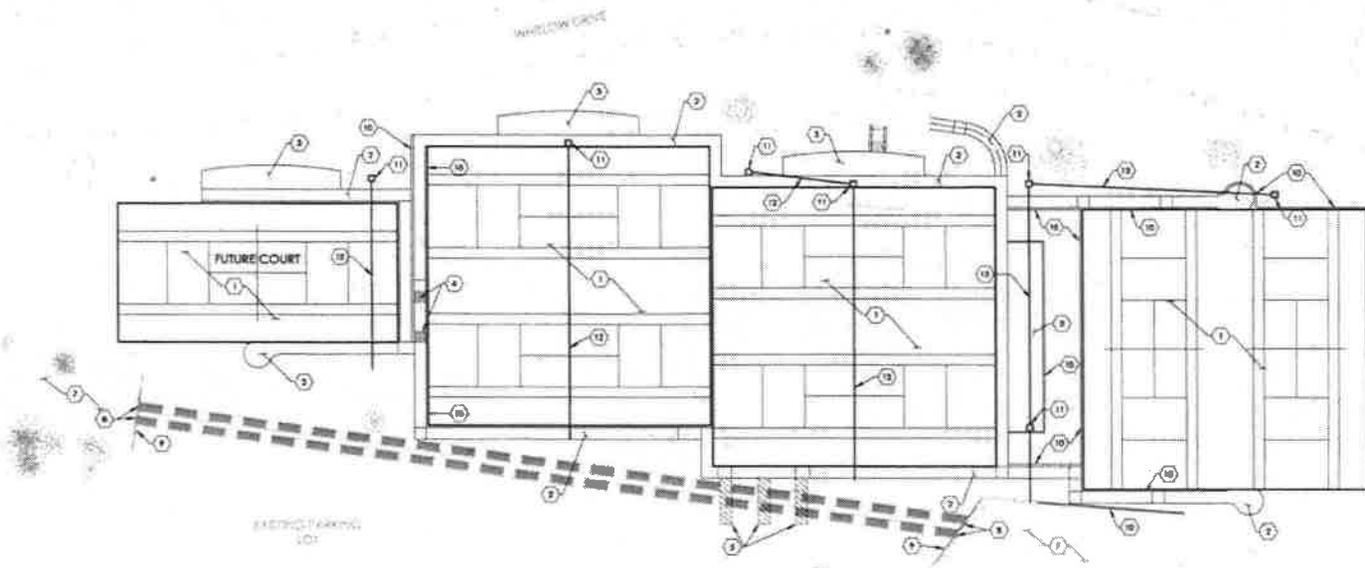
FOUNDATION PLAN  
**S200**  
 04/17/14





**YAVAPAI  
COMMUNITY COLLEGE**

- KEYNOTES**
1. NEW FOD FINISHED FENCE CORNER. SEE SPECIFICATIONS PLANS BY OTHER
  2. NEW CONCRETE BERM/PAV PER TAG STD. DETAIL. SEE
  3. NEW SPECIATOR BERM/PAV AREA. SEE GRADING PLAN.
  4. NEW DRIVEWAY DETAIL. SEE DRIVE CORN
  5. ASPHALT ACCESSIBLE PARKING AREA.
  6. NEW CHAIN LINK FENCE.
  7. SEE DEMONSTRATION.
  8. NEW 5-4" CHIPS. TO BERM/PAV.
  9. SEE. REFERENCE. TO BERM/PAV.
  10. BERM/PAV WALL.
  11. NEW CATCH BASIN PER MAO STD. DETAIL. SEE
  12. NEW STEEL DOWN PIPE.

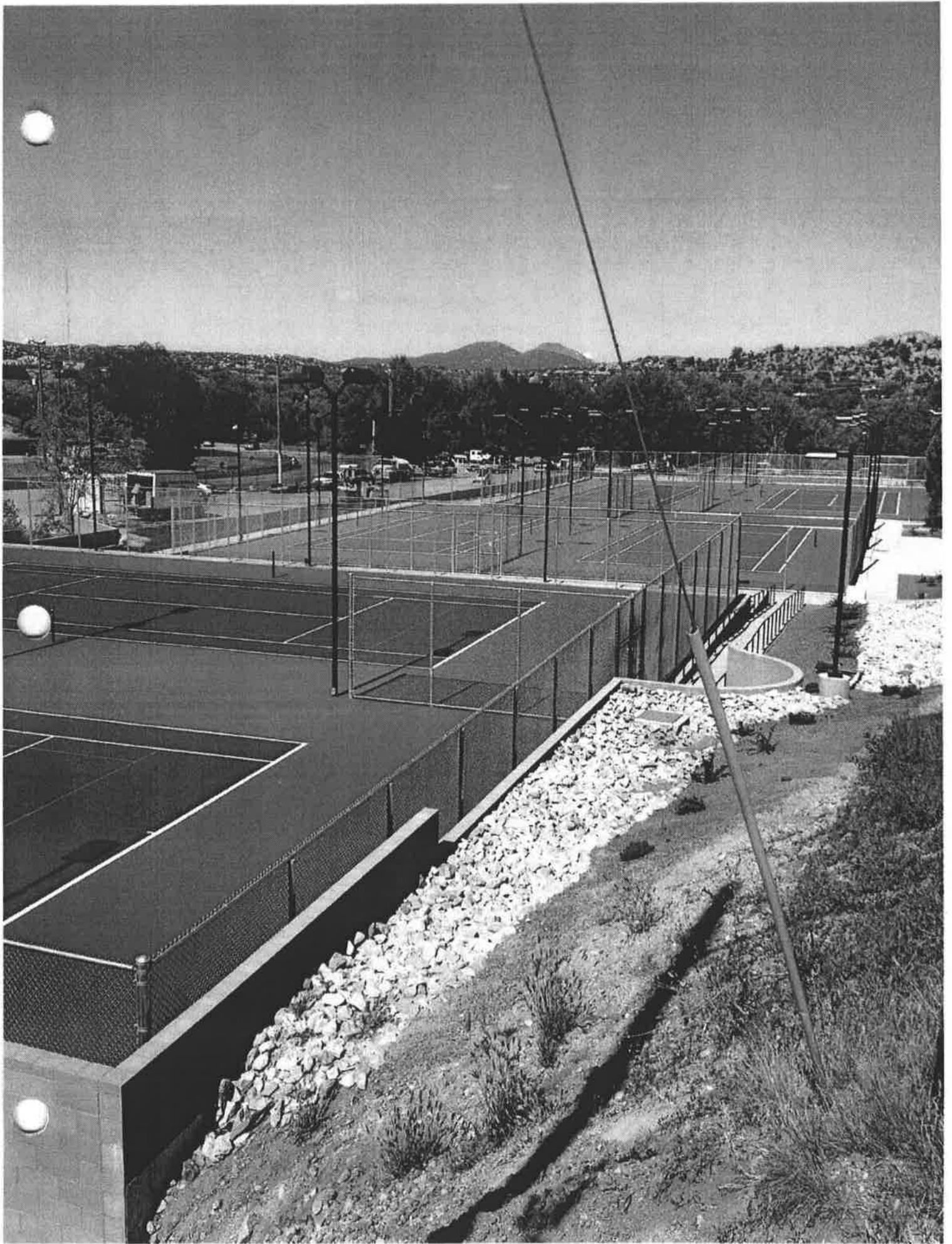


FOR INFORMATION

PROJECT NO.	000000
DESIGN BY	GLN
CHECKED BY	XXX
DATE	03/20/12

1-800-782-5348  
www.glhn.com





8.b.

**AUTHORIZED DEALER  
LETTERS**



The Concrete Overlay Experts™

November 2, 2015

GENERAL ACRYLICS, INC.  
22222 N. 22nd Avenue, Phoenix, AZ 85027  
P: (602) 569.9377 F: (623) 298.1310

To Whom It May Concern:

This letter is to confirm that General Acrylics is an Authorized Distributor of Super-Krete Products.

Please do not hesitate to contact us with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracey J. Holwitz". The signature is fluid and cursive, with a large initial "T" and "H".

Tracey J. Holwitz  
President  
Super-Krete International, Inc.



Douglas Industries, Inc.  
3441 South 11th Avenue, Eldridge, IA 52748  
Phone: 800-553-8907 Fax: 800-443-8907  
[www.douglas-sports.com](http://www.douglas-sports.com)

---

Date: 11/03/2015

To Whom it may concern:

General Acrylics, Inc. in Phoenix, Arizona has been doing business with Douglas Industries, Inc. in Eldridge, Iowa for over 12 years and are one of our premier customers. We recognize them as an authorized partner to install and distribute our Douglas Sports Equipment products.

They have a substantial credit limit with us and have never defaulted on any payments making them both stable and dependable.

If you have any questions, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in cursive script that reads "Chris Rickerl".

Chris Rickerl  
Vice President  
Douglas Industries, Inc.  
Douglas Sports Equipment  
[chriss@douglas-sports.com](mailto:chriss@douglas-sports.com)

9.

**ARIZONA PUBLIC  
AGENCY  
REFERENCE LETTERS**



**ADMINISTRATIVE CENTER**

7650 N. 43<sup>rd</sup> Avenue  
Glendale, AZ 85301-1661  
Tel 623.435.6000  
Fax 623.435.6078  
www.guhsdaz.org

**GOVERNING BOARD**

Don DeBusk, President • Patty Kennedy, Clerk  
Vicki L. Johnson • Susan Maland • Pam Reicks

**SUPERINTENDENT**

Brian Capistran

November 2, 2015

RE: General Acrylics, Inc.  
22222 N. 22<sup>nd</sup> Avenue  
Phoenix, AZ 85027

To Whom It May Concern,

As a representative of the Glendale Union High School District, I would like to recommend General Acrylics as a contractor in your school district. They have provided GUHSD with track and tennis court renovation in the past and we look forward to continuing a partnership with them in the future.

General Acrylics is professional in all communication and provides excellent customer service. The knowledge and skill that they bring to the table on each job is unmatched in the industry. Last year they resurfaced two tracks for us and provided a quality product while being flexible with their schedule to work around soccer games and practice, when practical, and still met our deadline for completing the job.

Without hesitation I recommend General Acrylics for track and tennis court resurfacing and installation.

A handwritten signature in black ink, appearing to read "Matt Belden".

Matt Belden  
Assistant Superintendent of Operations and Athletics  
623-435-6689 (o)  
Matthew.belden@guhsdaz.org

*Empowering All Students for the Choices and Challenges of the Twenty-First Century*

Apollo • Cortez • Glendale • Greenway • Independence • Moon Valley • Sunnyslope • Thunderbird • Washington • Online Learning Academy



**Deer Valley**  
Unified School District

20402 N. 15th Ave.  
Phoenix, AZ 85027  
623.445.5000 Phone  
623.445.5086 Fax  
www.dvUSD.org

October 28<sup>th</sup>, 2015

RE: General Acrylics, Inc.  
22222 N. 22<sup>nd</sup> Avenue  
Phoenix, AZ 85027

To whom it may concern,

I am writing this letter to recommend the services of General Acrylics. Deer Valley has been using General Acrylics for many years for repair and resurfacing of our tennis and basketball courts as well as the high school tracks. They do an excellent job, are always punctual, and offer the most competitive rates in town. We have been completely satisfied with the service.

We have also hired them for cleaning, restriping and doing logos for our courts and tracks. The work is done in a professional and timely manner. The communication from sales, office staff, site supervisor and the company could not be better. The knowledge and experience brings impressive results.

I am quite certain that General Acrylics will be a reliable asset to you or your company. If you have any other questions feel free to email or call me at any time, I hope the reference I have provided will be of help to you.

Sincerely,

Craig Burns  
DVUSD Facilities  
Phone: 602-467-5041  
craig.burns@dvUSD.org

**SUPERINTENDENT**  
Dr. James R. Veitenheimer

**GOVERNING BOARD**  
Christy Agosta  
Ron Bayer  
Kelly Gorman  
Michael Gregoire  
Elizabeth Ordway

# Tempe★Union

HIGH SCHOOL DISTRICT

500 West Guadalupe Road • Tempe, Arizona • 85283-3599 • (480) 839-0292 •  
www.tuhsd.k12.az.us

Dr. Kenneth R. Baca  
Superintendent

October 28, 2015

RE: General Acrylics, Inc.  
22222 N. 22<sup>nd</sup> Avenue  
Phoenix, AZ 85027

To whom it may concern,

The Tempe Union High School District has provided quality high school education for the Tempe/Chandler/Phoenix community for over 100 years. The majority of our schools are rated "A+" or "Excelling" for provision of a quality learning environment. This is inclusive of our facilities, which have been identified as some of the best maintained campuses in the State.

For several years the District has worked with General Acrylics with regard to maintenance and repairs at each of our sites for tracks and courts. General Acrylics has always provided exceptional service not only with regard to their labor and materials, but their ability to meet our sometimes demanding time lines.

We would recommend General Acrylics to any organization looking for a vendor who provides quality customer service and fair pricing.

If you require additional information, please feel free to contact my office.

Regards,

*Michael F. Hilgers*

Mike Hilgers  
Director, Plant Operations.

MH/ckn/generalacrylics102815

Governing Board

Michelle I. Helm

Sandy Lowe

Moses Sanchez

David Schapira

Mary Lou Taylor



# AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board  
Has Conferred Upon*

**Jonnie Deremo**

*The Designation*

**CERTIFIED TENNIS COURT BUILDER**



FOR EFFORTS TO RAISE THE PROFESSIONAL  
STANDARDS OF TENNIS COURT CONSTRUCTION  
AND FOR HAVING SUCCESSFULLY FULFILLED THE  
CONDITIONS OF ELIGIBILITY AND PASSED THE  
REQUIRED EXAMINATION.

In witness whereof we have set our hands on  
this 31<sup>st</sup> day of December, 2012

Certification valid for a period of 3 years.

Executive Director

Certification Chairman



## Certificate of Membership

This is to certify that

**General Acrylics, Inc.**  
Is a Member of the Builder Division  
of the

### *American Sports Builders Association*

a nonprofit association, is a national organization for builders, designers, and suppliers of materials for tennis courts, running tracks, synthetic turf fields, indoor and outdoor synthetic sports surfaces. It is recognized as a centralized source for technical information, including construction guidelines.

The membership hereby conferred entitles the above named to use the name and membership mark of the Association on all proper forms, notices, and advertising subject to the conditions set forth in the By-Laws of the Association.

In Witness Whereof, The American Sports Builders Association has caused this certificate to be executed and its seal affixed by the Chairman and Secretary on December 5, 2004.



*George [Signature]*

Secretary

Chairman

## Evaluation Requirements – Pricing Information

*Place after Tab 3a*

### Price Workbook Instructions

1. All bidders shall complete the summary sections 1-6 worksheets of the 150 Tennis and Related Sports Courts workbook titled "**150 tennis and sports courts.xlsx**".
2. In addition to the Excel workbook referenced in number 1 above, bidder may provide additional price schedule(s), (e.g. suggested retail price list). However, all price schedules shall follow the format, and provide the information as detailed in the product and services pricing description or instructions.
3. **Include electronic copies of the completed workbook on a CD, USB or similar electronic media device.**
4. A paper copy of the summary sections 1-6 worksheets **shall** be included with your bid. Electronic copies of the entire workbook, your price schedules, and any additional requested price information **shall** be included with your bid. Two electronic copies **shall** be provided. Each copy shall be provided on separate CD, USB or similar electronic devices.
5. All pricing information shall be placed after **Tab 3a**.
6. Mohave members pay an administration fee equal to 1% of the contract price of goods and services purchased from Mohave contracts. Bidders shall include the administration fee in all prices in the Price Schedule(s). *No administration fee is charged on separately stated shipping, sales or use tax, bonds, transportation, lodging, mileage and/or M&IE.*
7. Percent of discount off offers that are not based upon published price lists or catalogs will be administered as fixed price contracts.
8. Mohave pricing that is higher than the suggested retail price is not acceptable, and shall be rejected.
9. Cost plus a percentage of cost pricing is not acceptable as per Arizona procurement rules and code.
10. Products and/or services listed as "*call for quote*" are not acceptable. All products and/or services provided with your bid must contain a specific price in order to be considered for inclusion under an awarded contract.
11. Mohave serves members all over Arizona. Our goal is to provide good value on our contracts for all members. This may not mean the same price for all regions of the state. Please carefully consider the applicability of regional pricing in your response.

**Failure to complete and submit the 150 Tennis and Related Sports Courts Price Workbook shall render your bid nonresponsive.**

#### Price Workbook Details

The price workbook contains several worksheets. Instructions for those worksheets are detailed below.

#### Price Workbook Summary Section One - Restock, Shipping, and Bond Information

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by simply typing your information into each cell.
- If the information does not apply, enter "N/A".
- *No administration fee is charged on restock fees, separately stated shipping or bonds.*

#### Price Workbook Summary Section Two - Lodging, M&IE, Mileage, Mobilization and/or Travel/Drive Rates

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by simply typing your information into each cell.
- If the information does not apply, enter "N/A".
- Lodging, meals and incidental expenses, mileage, mobilization and travel/drive rates shall be included in summary Section Two worksheet of the 150 Tennis and Related Sports Courts Workbook.

(cont'd)

- Transportation charges (airfare, car rental, etc.) shall be at rates generally acceptable for business class travel. Indicate when such fees are applicable.
- For convenience, reimbursements at rates as per the General Accounting Office's publication: State of Arizona Accounting Manual (SAAM) - Travel Policy: Section IID – section II, are preferred. The Travel Policy is available for download at <https://gao.az.gov/travel/travel-information>. You may elect to use other rates. If you are charging state rates, you do not need to submit the State of Arizona reimbursement rate information. Simply indicate that you are using current state rates in the workbook.
- *The Mohave administration fee is not charged on transportation, mileage, lodging, M&IE. The Mohave administration fee is charged on travel/drive rates and mobilization.*
- **If rates are not specified for these reimbursements, charges will not be allowed.**

#### **Price Workbook Summary Section Three - Fees and Services**

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by simply typing your information into each cell.
- If the information does not apply, enter "N/A".
- Add additional line items as necessary to describe all of your fees and services.
- *The Mohave price shall include Mohave's 1% administration fee.*

#### **Price Workbook Summary Section Four – Service Labor Rates**

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by simply typing your information into each cell.
- If the information does not apply, enter "N/A".
- Add additional line items as necessary to describe all of your service labor rates.
- *The Mohave price shall include Mohave's 1% administration fee.*

#### **Price Workbook Summary Section Five – Discount for Services Information**

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by simply typing your information into each cell.
- If the information does not apply, enter "N/A".
- Include the name of the service, the discount off list, or if priced as "Fixed" pricing with no discounts.
- Add additional line items as necessary to describe all of your product lines.
- *The Mohave price shall include Mohave's 1% administration fee.*

#### **Price Workbook Summary Section Six - Volume Discount Information**

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by simply typing your information into each cell.
- If the information does not apply, enter "N/A".
- Include the purchase level necessary to qualify for the discount, as well as the additional discount amount.
- Add additional line items as necessary to describe all of your volume discounts.

### **Market Basket Pricing Instructions**

- Provide pricing for the Market Basket pricing contained in the Price Workbook.
- **This Market Basket does not represent an actual job, but is based on components from actual projects.**
- **This is a Market Basket only and should not be submitted as your only pricing.**
- All pricing used for the Market Basket **must** match submitted pricing. If you do not provide a requested product in the Market Basket, include information that you are not providing that product type.

### **Services-Product Pricing**

- Provide pricing for the description of material/work as applicable: MSRP price, discount, and installed Mohave price (with the administration fee included) for each service or product offered.
  - **Mohave price will be the installed price. Include any "products only" pricing in a separate worksheet.**
- Services and discounts offered should match those provided in the price workbook summary Section Five.
- Each line item contains a formula that will automatically apply the discount from the "Discount" column, to the list price contained in the "List Price" column. **Do not enter information into the cells contained in the "Mohave Price (With Admin. Fee)" column. Doing so will override the built in formula.**
- **If you are providing fixed pricing, enter the pricing information in the cells contained in the "Mohave Price (With Admin. Fee)" column.** This will override the built in formula, which is not needed when utilizing fixed pricing.
- Additional price schedule(s) may be provided. However, all price schedule(s) shall follow the format, and provide the information detailed above.
- Add additional line items as necessary.
- *The Mohave price shall include Mohave's 1% administration fee.*

**Place after Tab 3b**

**Mobilization and Travel Description**

If mobilization and/or travel rates are applicable, describe how they are calculated, and when they are necessary, (e.g. 50 miles from origin). Include information regarding what the mobilization and travel rates cover. (See **Pricing: Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses** in the Special Terms and Conditions.)

All mobilization, mileage, drive/travel time, lodging, meals and incidental expenses will be added to projects outside a 60 mile radius of General Acrylics, Inc. Phoenix location. Mileage will be calculated per vehicle, per mile to & from project location. All drive/travel time will be calculated per man, per hour traveling to & from project location. Lodging, meals and incidental expenses will be calculated per day/night, per man.

**Pricing Methodology Description**

- Our pricing methodology is percent of discount off list price or catalog.
- Our pricing methodology is fixed pricing.
- Our pricing methodology is a combination of percent of discount off list price or catalog and fixed pricing.

Provide a description as to how your pricing will be managed under an awarded contract. Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your bid are appropriate under an awarded contract. (See Basis for Pricing in the Special Terms and Conditions.)

Our discounted pricing will be updated annually and shall not change more than 2% unless material, labor freight or fuel costs change by more than 2%. Discounts off of supplier/manufacture pricing will be made in accordance with the annual pricing.

**Volume Discount Description**

Provide a description as to how your volume discounts (if offered) will be managed under an awarded contract.

Volume discounts will be up dated annually.

*Place after Tab 3c*

**Bond Methodology Description**

Provide detailed information explaining the methodology to be used when bonds are applied to projects. Describe in detail the method your surety company requires you use (e.g., bonds are applied before sales tax is applied, bonds are applied after sales tax is applied). Mohave will use this information to verify that your firm is consistently charging bonds in the same manner under an awarded contract.

Bonds will be applied to projects that meet or exceed \$50,000.00 in value.

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Bonds will be calculated on contract pricing including sales taxes.

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## Evaluation Requirements – Primary Contract Documents

Place after Tab 4a

1. Provide Arizona Transaction Privilege (sales) Tax License Number: 07-368081-J

Do you collect city, county and/or other local sales tax in Arizona? Yes  No

If yes, please check one:

Our combined state, city, county and/or other local sales tax rate is \_\_\_\_\_% (local rate).

The sales tax rate varies by the location (e.g. ship-to-rate).

2. Mohave is established to offer a cooperative purchasing program, which can be accomplished more efficiently and economically as a multi-entity operation.

Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of members' purchasing departments. Additionally, it is Mohave's assertion that a statewide contract available to approximately 450 public agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

Will a contract based upon your bid result in the efficiencies and economies described above?

Yes  No

If no, what efficiencies and economies would members receive from a contract based on your bid?

---



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3. List applicable Arizona Contractor's licenses held by your company.

Name of licensee	Classification	Number
General Engineering Commercial	A	077085
General Engineering Residential	B	034868

4. Contact information for purchase orders:

Physical Address 22222 N. 22nd Avenue Phoenix, AZ 85027

Email Address jderemo@generalacrylics.com

Attention of Jonnie Deremo

5. Sales support by region:

Name	Region served	Phone
Mike Wickham	Maricopa County	602-790-7129
Bo Campbell	All Other Counties	602-571-3072
Matt Vaughan	Coconino County	602-384-3256

6. Will you offer members a quick pay discount if payment is made within 10 or 20 days?  
 Yes  No  If yes, what is the discount for 10 days? \_\_\_\_\_ 20 days? 2%

7. What is your general website (Internet) address? www.generalacrylics.com

8. Contacts for Mohave:

**Main Mohave representative contact:** Jonnie Deremo

*(Shall be the main point of contact for members and be responsible for member information requests.)*

Title President Email address jderemo@generalacrylics.com  
Phone number 602-569-9377 Fax 623-298-1310

**Contract Administrator contact:** Melissa Overgard

*(Shall be the main point of contact for Mohave Procurement/Contract Specialists. Shall be responsible for handling information requests from the Mohave specialists.)*

Title Project Coordinator Email address movergard@generalacrylics.com  
Phone number 602-569-9377 Fax 623-298-1310

**Accounting contact:** Pam Lord

*(Shall be the main point of contact for Mohave Accounting Manager.)*

Title Accounts Payable / Receivables Email address plord@generalacrylics.com  
Phone number 602-569-9377 Fax 623-298-1310

**Open Order /Status Report contact:** Pam Lord

*(Shall be the main point of contact regarding open orders.)*

Title Accounts Payable / Receivables Email address plord@generalacrylics.com  
Phone number 602-569-9377 Fax 623-298-1310

**Audit contact:** Pam Lord

*(Shall be the main point of contact for Mohave Audit Specialists.)*

Title Accounts Payable / Receivables Email address plord@generalacrylics.com  
Phone number 602-569-9377 Fax 623-298-1310

**Reconciliation contact:** Pam Lord

*(Shall be the main point of contact for the reconciliation report and payment of administration fees for Mohave Audit Specialists.)*

Title Accounts Payable / Receivables Email address plord@generalacrylics.com  
Phone number 602-569-9377 Fax 623-298-1310

**Escalation contact:** Jonnie Deremo

*(Shall be the main point of contact when an issue needs to be escalated above the main contact and/or contract administrator for the bid/contract. This contact shall be a different individual than those named for the contacts listed above.)*

Title President Email address jderemo@generalacrylics.com  
Phone number 602-569-9377 Fax 623-298-1310

9. **Payment remittance address** 22222 N. 22nd Avenue

Attn: Jonnie Deremo

City Phoenix State AZ Zip 85027

Telephone (invoice questions) 602-569-9377

**Place after Tab 4a**

**Provide the requested customer support information for warranty and maintenance service offered by your firm, as applicable.**

Do you provide warranty and maintenance for the items in the bid?

**Yes**, the following is applicable to our bid. (If yes, please provide the information below.)

**No**, the following is not applicable to our bid.

If not, how do members obtain warranty and maintenance service?

---

---

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Provide the name and address of the facility that will provide warranty and maintenance service, under an awarded contract. Additionally, provide a contact person and phone number for warranty and maintenance service. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

General Acrylics, Inc., 22222 N. 22nd Avenue, Phoenix, AZ 85027

800-436-2279 / 602-569-9377

Zac Riddiough 602-571-4743

Jonnie Deremo 602-571-7710

Do you provide technical assistance via phone?  **Yes**  **No** If yes, provide a phone number and contact.

Jonnie Deremo 800-436-2279 / 602-569-9377

How many technicians are located at each warranty/service facility that would serve a Mohave contract?  
2 technicians are located at 22222 N. 22nd Avenue, Phoenix, AZ 85027

What is your service response time for metropolitan areas (e.g., Phoenix, Tucson) and rural areas?

Usually within Twenty-Four (24) hours except on weekends.

Describe the steps a member should take to activate a warranty, if any.

Call or write to General Acrylics, Inc. with a request. Return call or response written

within Twenty-Four (24) hours. Any work needed will be scheduled with the owners.

Do you offer extended warranty or maintenance service plans?  **Yes**  **No**

If yes, provide a summary of the plans here and/or copies of the plans after this page. Include pricing for extended warranty or maintenance service plans in your price schedule. (**Tab 3a.**) Place any supplemental end-user agreements forms, which include terms and conditions and/or member signature after **Tab 4b.**

We offer court maintenance this service includes; inspect court(s) and send owner a written report of

any repairs, equipment needs, safety concerns and any recommended services needed in the future for

budget planning. Thoroughly wash court(s). Inspect net posts and nets; tighten nets to proper tension

and lace to poles as needed. Spray any weeds growing in courts.

Place after Tab 4b

Will members be required to sign any supplemental end-user agreements (sales, maintenance)?

Yes  No

If yes, review/revise your agreement(s) for any terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

- o Non-appropriations clause;
- o Contract or agreement must be governed by the laws of the State of Arizona;
- o Net payment is thirty (30) days.

Agreements **shall not** include:

- o Terms beyond one year;
- o Waiver of right for a jury trial;
- o Requirement of upfront payment by member when purchase order is placed;
- o Entire agreement language;
- o Auto-renewal language.

Attach your reviewed/revise agreement(s). **Unacceptable agreement(s) may render your bid nonresponsive.**

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
GENERAL ACRYLICS, INC.

[Scopes of Work]

See following pages.



April 22, 2016

Mark Mayer  
Director of Community Services  
Town of Fountain Hills  
16705 E Ave of the Fountains  
Fountain Hills, AZ 85268

RE: Four Peaks Park - Tennis Court Reconstruction/Replacement

### **SCOPE OF WORK (UTILIZING MES PRICING)**

General Acrylics, Inc. will provide all labor, materials and equipment necessary to demo and reconstruct the (2) tennis courts located at Four Peaks Park (Fountain Hills) as follows:

- Owner to allow free and clear access to the work area
- Any concrete sidewalks damaged by our vehicles during construction, will be replaced by General Acrylics
- Provide a general site plan and slab/foundation plan with structural engineering (MUST BE STAMPED)!
- We will provide a dust control permit for the scope to be performed
- We will have asbestos testing performed to remain in compliance with all laws.
- Provide and install temporary chain link fencing around the perimeter of the construction area for the duration of the job
- Remove the existing wind screen for the Town to store during construction. Rehang windscreen upon completion of all scope.
- Remove the existing chain link fence prior to construction
- Replace up to 14 total vertical fence posts
- Remove the benches from the court area, stage in the parking lot and reinstall after courts are re-constructed
- Saw cut and demo a 2' wide section of sidewalk along the chain link fence at north side of courts (to repair existing damage and secure posts in this area)
- Remove approx. 240' LF of concrete curb along 2 sides of the courts
- We will have a licensed electrician safely relocate the electrical conduit (located at curb elevation) on the east side of the courts before and after our construction of the courts
- Demo, remove and haul off existing asphalt tennis courts to a proper dump site (approx. 12,960 SF)
- Re-grade, water and properly compact existing aggregate base course.
- Import approx. 1" of new ABC materials (on average) where needed
- Install post-tension cabling spacing per layout on centers in both directions; cables to be ½", plastic sheathed, conforming to ASTM A-416, with an ultimate strength of 270 K.S.I.
- Install two sets of round net post sleeves and one center net pipe anchor all set in concrete footers.
- Construct one (1) large post tension slab for 2 new tennis courts (12,960 SF) x 5" thick, 3,000 PSI concrete court, with light broom finish, and no curing compounds applied. All concrete to be pumped.
- Allow 28 day cure period minimum.
- Install 240' lf of caulking at applicable tie in points/joints

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- Apply Gameco 100% Acrylic Surfacing and Striping per Gameco Specification. Colors to be chosen by the owner from the Gameco Color Chart.
- Stripe all tennis markings in white line paint, hand brushed between tape for precision and accuracy & sharpness.
- Install two (2) sets of Douglas Premier XS Round tennis net posts
- Provide and install (2) new Douglas TN-36 tennis nets with Deluxe ACS center strap.
- Re-hand the existing chain link fence and cut and knuckle where applicable
- Install a new bottom rail around the perimeter of the chain link fence to prevent curling at bottom (which is currently occurring)
- This scope includes concrete testing (cylinders) by General Acrylics
- Clean up all debris caused by our scope of work.
- ***Includes Davis Bacon Wages (to be in compliance with federal grant) and also includes applicable sales taxes and bond.***

**NOTE(S):**

1. If you would like to have all the chain link fence and windscreen replaced with new during this renovation, **it would add approx. \$15,000+/-** to the base bid, using MES prices. Please advise if you would like this scope added as change order or shown in base scope of a revised proposal. In addition, we can have all the light bulbs replaced and lenses cleaned as well thru MES pricing, so if interested in this additional service, please advise and we will provide pricing for it as well.
2. The duration for this job is estimated at 8-9 weeks and may require night time concrete pouring depending on the temps when job is performed.

**Excludes:** Permits (other than dust), compaction or ABC testing, special inspections (other than the concrete cylinder testing we will perform), new windscreen, new chain link fence mesh or new fence frame work (other than what is shown above...aka bottom rail and up to 14 new posts), work to court lighting or any electrical work (other than what is shown above), damage to unmarked utilities, temporary restroom facility, re-landscaping, replacement of any vegetation.

Respectfully,

Mike Wickham  
Director of Sales and Marketing

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## GENERAL ACRYLICS SPECIFICATION

---

### SCC – 100 Surfacing New Concrete Tennis Court(s).

- 1) Clean surface using GAMECO CONCRETE WASH and rinse the courts(s) thoroughly.
- \* 2) Fill depressions to meet ASBA specifications using SUPER-KRETE.
- 3) After court(s) has/have dried completely, apply one (1) coat of GAMECO CONCRETE PRIMER over the entire court(s).
- 4) Apply a total of three (3) coats of GAMECO MULTIPURPOSE colored acrylics over the entire court(s).
  - Two (2) Texture coats with sand.
  - One (1) Finish coat with or without sand, depending on speed of play desired on court.

**NOTE:** Colors to be light blue - inside; medium green - outside.

- 5) Accurately locate all playing lines and stripe using GAMECO WHITE LINE PAINT, hand-brushed between masking tape for accuracy and sharpness.
- 6) Install net posts in sleeves.
- 7) Install net and center strap.

**NOTE:** New concrete must cure a minimum of 28 days prior to being surfaced.

Expansion joints are designed to allow movement. They should not be filled with tennis court coatings. Only a light coat of paint will be applied to expansion joints. Expansion joints should only be filled using the proper concrete joint caulking.

Net post sleeves and net anchors are to be present in concrete slab.

- \* **NOTE:** If court(s) does/do not have proper slope and positive drainage, depressions cannot be repaired without a concrete overlay.



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# GAMECO PRODUCTS

---

## GAMECO PRODUCT DATA AND SPECIFICATIONS MULTI-PURPOSE ACRYLIC COLOR COAT PREPARATION & APPLICATION FOR UNCOATED OR BARE CONCRETE SURFACES

### SPECIFICATION NO. G-100

#### DESCRIPTION:

**GAMECO ACRYLICS** are designed and engineered to create a uniform (non-glare) colored wearing surface over both asphalt and concrete surfaces that require a tough surface for recreational facilities and general foot traffic. GAMECO products are generally designed for use on game courts such as tennis, basketball, volleyball, pickleball courts, but are also used on above grade decks, traffic islands, airports, and many other surfaces requiring waterproofing, reflective colors, and a general uniform colored surface.

#### PREPARATION AND APPLICATION:

- A. **NOTE:** Concrete shall have a light to medium broom finish. DO NOT HARDSTEEL TROWEL FINISH THE CONCRETE. DO NOT ALLOW THE USE OF ANY CURING COMPOUNDS OR HARDENERS OF ANY TYPE. Concrete must be free of curing compounds of all types to insure adhesion of coatings. Concrete must cure a minimum of twenty-eight (28) days before application can take place. Surface must have sufficient slope to insure proper drainage, and must meet or exceed the American Sports Builders Association (ASBA) applicable guidelines. GAMECO products are specially designed for use by professional applicators to create a specific texture or speed of play by adding various sizes of sands at the job site.
- B. Scrub surface clean using a mixture of GAMECO CONCRETE WASH and clean potable water. After mixture has been applied, scrub surface using a stiff bristled broom or rotary type machine with nylon bristles. Rinse surface thoroughly with clean water after scrubbing has been completed. Should a slight film remain on the surface repeat the process. Surface must be clean and free of all foreign matter.
- C. Flood surface with clean water and allow to dry. When the surface has dried mark all areas holding water in excess of 1/8" in depth. **NOTE:** Areas less than 1/8" in depth are acceptable and will dry within a reasonable amount of time. Low areas holes, and voids in the concrete surface can be pre-filled using GAMECO CONCRETE RESIN COMPOUND. Application tools consist of a hand trowel, putty knife and a rigid straight-edge. Length of straight-edge depends on width of low area to be filled or screeded. Screed or patch areas as needed. When repaired areas have completely dried, they may require scraping or sanding for uniformity with the existing surface, or the complete surface may need a squeegee coat. Sanding can be accomplished by hand sander or floor type sander.
- D. When all repairs to the concrete have been completed and are thoroughly dry, apply GAMECO CONCRETE PRIMER over the bare concrete. GAMECO CONCRETE PRIMER is a single component product. Simply apply using a "Hudson" type sprayer spraying evenly over the surface. Do not allow material to puddle. Allow a minimum of one (1) hour drying time before applying GAMECO ACRYLICS.

**CONTINUED ON NEXT PAGE**

## **GAMECO SPECIFICATION NO. G-100 (cont'd)**

**NOTE:** Prior to application of acrylics, surface must be "tacky", if not repeat process.

### **MIXING FORMULATION FOR MEDIUM SPEED COURT FINISH: (GAMECO MULTI-PURPOSE ACRYLIC COLOR COATS)**

#### **TEXTURED COLOR COAT MIXTURE** (First Coat)

55 gallons GAMECO COLOR ACRYLIC  
20 - 40 gallons clean potable water  
550 lbs. #70 mesh silica sand (10 lbs./gal.)

#### **TEXTURED COLOR COAT MIXTURE** (Second Coat)

55 gallons GAMECO COLOR ACRYLIC  
20 - 40 gallons clean potable water  
440 lbs. #70 mesh silica sand (8 lbs./gal.)

#### **FINISH COLOR COAT MIXTURE** (One coat)

55 gallons GAMECO COLOR ACRYLIC  
20 - 40 gallons clean potable water  
110 lbs. #70 mesh silica sand (2 lbs. /gal.)

### **COVERAGE:**

Texture coat coverage is approximately .04-.05 gal/yd<sup>2</sup> (180-225 ft<sup>2</sup>/gal) per application of undiluted material. Finish coat coverage is approximately .03-.04 gal/yd<sup>2</sup> ( 225-300 ft<sup>2</sup>/gal) per application of undiluted material. Coverage may vary depending on porosity of surface, texture, and Silica sand size used.

### **APPLICATION: (GAMECO MULTI-PURPOSE ACRYLIC COLOR COAT)**

- E. Mix texture coat formulations above and apply two (2) coats by squeegee. Allow each coating to be thoroughly dry before proceeding to the next. Remove all ridges and other irregularities by scraping the surface with cement scrapers and high-powered air blowers.
  
- F. Mix finish coat formulation above and apply one (1) coat by squeegee.

### **PLAYING LINES:**

Mix GAMECO ACRYLIC LINE PAINT thoroughly and apply by hand brush or roller method. **DO NOT DILUTE PRODUCT, APPLY "AS IS" AFTER MIXING.**

### **LIMITATIONS:**

Do not apply during inclement weather or when it is anticipated.  
Do not apply over damp or wet substrates.  
Do not apply to surfaces during the out-gassing of vapor.  
Do not apply when temperature is below fifty degrees Fahrenheit (50°F).  
Do not apply when surface temperature exceeds one hundred thirty degrees Fahrenheit (130°F).

**CONTINUED ON NEXT PAGE**

## **GAMECO SPECIFICATION NO. G-100 (cont'd)**

Do not over dilute.

Do not allow to freeze.

Minimum cure time for concrete substrates is twenty-eight (28) days.

Maximum moisture content of substrate is 4%.

Substrate temperature must be a minimum of 4° above the dew point.

ALLOW FORTY-EIGHT (48) HOURS BEFORE OPENING SURFACE FOR USE.

### **WARRANTY:**

General Acrylics, Inc. (GAI) warrants its products to be free of manufacturing defects and to meet published physical properties when applied, cured, and tested in accordance with the ASTM and GAI standards for a period of 2 years. This warranty is in lieu of all warranties expressed or implied including any warranty of merchantability or fitness for a particular purpose in connection with this product. Neither seller nor supplier shall be liable for any loss or damage either direct, incidental or consequential regardless of legal theory asserted, including negligence, merchantability and /or strict liability. Seller's and supplier's obligation shall be to replace such quantity of product proven to be defective. Before using, user shall determine suitability of product for the intended use and user assumes all risk in connection therewith.

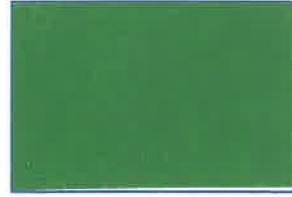
### **MANUFACTURED BY:**

**GENERAL ACRYLICS, INC  
22222 N. 22<sup>nd</sup> AVE.  
PHOENIX, ARIZONA 85027  
(602) 569-9377**

# GAMECO PRODUCTS COLOR CHART



**DARK GREEN**



**MEDIUM GREEN**



**RED**



**MAROON**



**LIGHT BLUE**



**DARK BLUE**



**DESERT SAND**



**AQUA**



**GRAY**



**BROWN**

Actual color may vary slightly from sample



April 22, 2016

Mark Mayer  
Director of Community Services  
Town of Fountain Hills  
16705 E Ave of the Fountains  
Fountain Hills, AZ 85268

RE: Golden Eagle Park - Tennis Court Reconstruction/Replacement

### **SCOPE OF WORK (UTILIZING MES PRICING)**

General Acrylics, Inc. will provide all labor, materials and equipment necessary to demo and reconstruct the (4) tennis courts located at Golden Eagle Park (Fountain Hills) as follows:

- Owner to allow free and clear access to the work area
- Any concrete sidewalks damaged by our vehicles during construction, will be replaced by General Acrylics
- Provide a general site plan and slab/foundation plan with structural engineering (MUST BE STAMPED)!
- We will provide a dust control permit for the scope to be performed
- We will have asbestos testing performed to remain in compliance with all laws.
- Provide and install temporary chain link fencing around the perimeter of the construction area for the duration of the job
- Remove the existing wind screen for the Town to store during construction. Rehang windscreen upon completion of all scope.
- Remove portion of the existing chain link fence prior to construction (some locations are installed in walls and not in our direct path of access)
- We will need to remove some of the bottom rails that are located in fence lines that separate courts. When concrete pour and finish is completed, we will weld back these bottom rails and touch up paint the weld areas but there will be a noticeable cosmetic difference in locations where we paint weld areas vs the rest of the rail that is faded (call for clarity on this topic)
- Remove the benches/canopies from the court areas, stage in the parking lot and reinstall after courts are re-constructed
- Demo, remove and haul off existing 4 asphalt tennis courts to a proper dump site
- Re-grade water and properly compact existing aggregate base course.
- Import approx. 1" of new ABC materials (on average) where needed
- Install post-tension cabling spacing per layout on centers in both directions; cables to be ½", plastic sheathed, conforming to ASTM A-416, with an ultimate strength of 270 K.S.I. NOTE: Due to vertical walls creating access issues along sides of courts, we will have pour back strips in some areas (we will provide you map upon request).
- Install four sets of round net post sleeves and four center net pipe anchors all set in concrete footers.
- Construct post tension slabs (with pour back strips against vertical walls) for 4 new tennis courts (29,260 SF) x 5" thick, 3,000 PSI concrete court, with light broom finish, and no curing compounds applied. All concrete to be pumped.
- Allow 28 day cure period minimum.
- Install 210' lf of caulking at applicable tie in points/joints

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- Apply Gameco 100% Acrylic Surfacing and Striping per Gameco Specification. Colors to be chosen by the owner from the Gameco Color Chart.
- Stripe all tennis markings in white line paint, hand brushed between tape for precision and accuracy & sharpness.
- Install four (4) sets of Douglas Premier XS Round tennis net posts
- Hang 4 tennis nets provided to us from the Town (per their request)
- Provide and install (4) new Douglas Deluxe ACS center strap.
- Re-hang the existing chain link fence and cut and knuckle where applicable
- This scope includes concrete testing (cylinders) by General Acrylics
- Clean up all debris caused by our scope of work.
- ***Includes Davis Bacon Wages (to be in compliance with federal grant) and also includes applicable sales taxes and bond.***

**NOTE(S):**

1. If you would like to have all the chain link fence and windscreen replaced with new during this renovation, it would add approx. \$45,000+/- to the base bid, using MES prices. Please advise if you would like this scope added as change order or shown in base scope of a revised proposal. In addition, we can have all the light bulbs replaced and lenses cleaned as well thru MES pricing, so if interested in this additional service, please advise and we will provide pricing for it as well.
2. The duration for this job is estimated at 10-12 weeks and may require night time concrete pouring depending on the temps when job is performed.

**Excludes:** Tennis nets (per client), Permits (other than dust), compaction or ABC testing, special inspections (other than the concrete cylinder testing we will perform), new windscreen, new chain link fence mesh or new fence frame work, work to court lighting or any electrical work (other than what is shown above), damage to unmarked utilities, temporary restroom facility, re-landscaping, replacement of any vegetation.

Respectfully,

Mike Wickham  
Director of Sales and Marketing

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## GENERAL ACRYLICS SPECIFICATION

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### SCC – 100 Surfacing New Concrete Tennis Court(s).

- 1) Clean surface using GAMECO CONCRETE WASH and rinse the court(s) thoroughly.
- \* 2) Fill depressions to meet ASBA specifications using SUPER-KRETE.
- 3) After court(s) has/have dried completely, apply one (1) coat of GAMECO CONCRETE PRIMER over the entire court(s).
- 4) Apply a total of three (3) coats of GAMECO MULTIPURPOSE colored acrylics over the entire court(s).
  - Two (2) Texture coats with sand.
  - One (1) Finish coat with or without sand, depending on speed of play desired on court.

**NOTE:** Colors to be light blue - inside; medium green - outside.

- 5) Accurately locate all playing lines and stripe using GAMECO WHITE LINE PAINT, hand-brushed between masking tape for accuracy and sharpness.
- 6) Install net posts in sleeves.
- 7) Install net and center strap.

**NOTE:** New concrete must cure a minimum of 28 days prior to being surfaced.

Expansion joints are designed to allow movement. They should not be filled with tennis court coatings. Only a light coat of paint will be applied to expansion joints. Expansion joints should only be filled using the proper concrete joint caulking.

Net post sleeves and net anchors are to be present in concrete slab.

- \* **NOTE:** If court(s) does/do not have proper slope and positive drainage, depressions cannot be repaired without a concrete overlay.



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# GAMECO PRODUCTS

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## GAMECO PRODUCT DATA AND SPECIFICATIONS MULTI-PURPOSE ACRYLIC COLOR COAT PREPARATION & APPLICATION FOR UNCOATED OR BARE CONCRETE SURFACES

### SPECIFICATION NO. G-100

#### DESCRIPTION:

**GAMECO ACRYLICS** are designed and engineered to create a uniform (non-glare) colored wearing surface over both asphalt and concrete surfaces that require a tough surface for recreational facilities and general foot traffic. GAMECO products are generally designed for use on game courts such as tennis, basketball, volleyball, pickleball courts, but are also used on above grade decks, traffic islands, airports, and many other surfaces requiring waterproofing, reflective colors, and a general uniform colored surface.

#### PREPARATION AND APPLICATION:

- A. **NOTE:** Concrete shall have a light to medium broom finish. DO NOT HARDSTEEL TROWEL FINISH THE CONCRETE. DO NOT ALLOW THE USE OF ANY CURING COMPOUNDS OR HARDENERS OF ANY TYPE. Concrete must be free of curing compounds of all types to insure adhesion of coatings. Concrete must cure a minimum of twenty-eight (28) days before application can take place. Surface must have sufficient slope to insure proper drainage, and must meet or exceed the American Sports Builders Association (ASBA) applicable guidelines. GAMECO products are specially designed for use by professional applicators to create a specific texture or speed of play by adding various sizes of sands at the job site.
- B. Scrub surface clean using a mixture of GAMECO CONCRETE WASH and clean potable water. After mixture has been applied, scrub surface using a stiff bristled broom or rotary type machine with nylon bristles. Rinse surface thoroughly with clean water after scrubbing has been completed. Should a slight film remain on the surface repeat the process. Surface must be clean and free of all foreign matter.
- C. Flood surface with clean water and allow to dry. When the surface has dried mark all areas holding water in excess of 1/8" in depth. **NOTE:** Areas less than 1/8" in depth are acceptable and will dry within a reasonable amount of time. Low areas holes, and voids in the concrete surface can be pre-filled using GAMECO CONCRETE RESIN COMPOUND. Application tools consist of a hand trowel, putty knife and a rigid straight-edge. Length of straight-edge depends on width of low area to be filled or screeded. Screed or patch areas as needed. When repaired areas have completely dried, they may require scraping or sanding for uniformity with the existing surface, or the complete surface may need a squeegee coat. Sanding can be accomplished by hand sander or floor type sander.
- D. When all repairs to the concrete have been completed and are thoroughly dry, apply GAMECO CONCRETE PRIMER over the bare concrete. GAMECO CONCRETE PRIMER is a single component product. Simply apply using a "Hudson" type sprayer spraying evenly over the surface. Do not allow material to puddle. Allow a minimum of one (1) hour drying time before applying GAMECO ACRYLICS.

**CONTINUED ON NEXT PAGE**

## **GAMECO SPECIFICATION NO. G-100 (cont'd)**

**NOTE:** Prior to application of acrylics, surface must be "tacky", if not repeat process.

### **MIXING FORMULATION FOR MEDIUM SPEED COURT FINISH: (GAMECO MULTI-PURPOSE ACRYLIC COLOR COATS)**

#### **TEXTURED COLOR COAT MIXTURE** (First Coat)

55 gallons GAMECO COLOR ACRYLIC  
20 - 40 gallons clean potable water  
550 lbs. #70 mesh silica sand (10 lbs./gal.)

#### **TEXTURED COLOR COAT MIXTURE** (Second Coat)

55 gallons GAMECO COLOR ACRYLIC  
20 - 40 gallons clean potable water  
440 lbs. #70 mesh silica sand (8 lbs./gal.)

#### **FINISH COLOR COAT MIXTURE** (One coat)

55 gallons GAMECO COLOR ACRYLIC  
20 - 40 gallons clean potable water  
110 lbs. #70 mesh silica sand (2 lbs. /gal.)

### **COVERAGE:**

Texture coat coverage is approximately .04-.05 gal/yd<sup>2</sup> (180-225 ft<sup>2</sup>/gal) per application of undiluted material. Finish coat coverage is approximately .03-.04 gal/yd<sup>2</sup> ( 225-300 ft<sup>2</sup>/gal) per application of undiluted material. Coverage may vary depending on porosity of surface, texture, and Silica sand size used.

### **APPLICATION: (GAMECO MULTI-PURPOSE ACRYLIC COLOR COAT)**

- E. Mix texture coat formulations above and apply two (2) coats by squeegee. Allow each coating to be thoroughly dry before proceeding to the next. Remove all ridges and other irregularities by scraping the surface with cement scrapers and high-powered air blowers.
  
- F. Mix finish coat formulation above and apply one (1) coat by squeegee.

### **PLAYING LINES:**

Mix GAMECO ACRYLIC LINE PAINT thoroughly and apply by hand brush or roller method. **DO NOT DILUTE PRODUCT, APPLY "AS IS" AFTER MIXING.**

### **LIMITATIONS:**

Do not apply during inclement weather or when it is anticipated.  
Do not apply over damp or wet substrates.  
Do not apply to surfaces during the out-gassing of vapor.  
Do not apply when temperature is below fifty degrees Fahrenheit (50°F).  
Do not apply when surface temperature exceeds one hundred thirty degrees Fahrenheit (130°F).

**CONTINUED ON NEXT PAGE**

## **GAMECO SPECIFICATION NO. G-100 (cont'd)**

Do not over dilute.

Do not allow to freeze.

Minimum cure time for concrete substrates is twenty-eight (28) days.

Maximum moisture content of substrate is 4%.

Substrate temperature must be a minimum of 4° above the dew point.

ALLOW FORTY-EIGHT (48) HOURS BEFORE OPENING SURFACE FOR USE.

### **WARRANTY:**

General Acrylics, Inc. (GAI) warrants its products to be free of manufacturing defects and to meet published physical properties when applied, cured, and tested in accordance with the ASTM and GAI standards for a period of 2 years. This warranty is in lieu of all warranties expressed or implied including any warranty of merchantability or fitness for a particular purpose in connection with this product. Neither seller nor supplier shall be liable for any loss or damage either direct, incidental or consequential regardless of legal theory asserted, including negligence, merchantability and /or strict liability. Seller's and supplier's obligation shall be to replace such quantity of product proven to be defective. Before using, user shall determine suitability of product for the intended use and user assumes all risk in connection therewith.

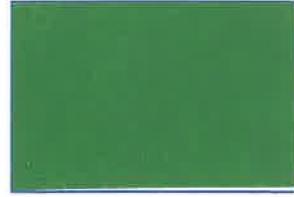
### **MANUFACTURED BY:**

**GENERAL ACRYLICS, INC  
22222 N. 22<sup>nd</sup> AVE.  
PHOENIX, ARIZONA 85027  
(602) 569-9377**

# GAMECO PRODUCTS COLOR CHART



**DARK GREEN**



**MEDIUM GREEN**



**RED**



**MAROON**



**LIGHT BLUE**



**DARK BLUE**



**DESERT SAND**



**AQUA**



**GRAY**



**BROWN**

Actual color may vary slightly from sample

EXHIBIT C  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
GENERAL ACRYLICS, INC.

[Fee Proposals]

See following pages.



**PROPOSAL SUBMITTED TO:**

Mark Mayer  
 Director of Community Services  
 Town of Fountain Hills  
 16705 E Avenue of the Fountains  
 Fountain Hills, AZ 85268  
[mmayer@fh.az.gov](mailto:mmayer@fh.az.gov)

Date: 4/22/2016

**MOHAVE EDUCATIONAL SERVICES UNIT PRICE PROPOSAL**

**Job site:** Four Peaks Park (Town of Fountain Hills)

Per your request General Acrylics, Inc. respectfully submits the following proposal to supply all materials, equipment and labor to perform the following work per Mohave Educational Services Contract # 150-GAI3-0201: Demo existing asphalt courts and construct two new post-tensioned concrete tennis courts

LINE ITEMS	UNITS	MES DISCOUNTED PRICES	PER UNIT	TOTAL PER LINE ITEM
<b>EQUIPMENT: EXCAVATION, DEMOLITION, AND INSTALLATION</b>				
Water truck	30	\$ 103.82	HOUR	\$ 3,114.60
Skip Loader	30	\$ 103.83	HOUR	\$ 3,114.90
Haul truck	30	\$ 129.78	HOUR	\$ 3,893.40
Rental Fence (Per month-Includes delivery & Pick up) Over 251 LF	660	\$ 1.87	LF	\$ 1,234.20
<b>MISCELLANEOUS SERVICES (Indicate Minimums, if they apply)</b>				
On Site Superintendent, per man per hour	80	\$ 74.21	HOUR	\$ 5,936.80
Equipment Operator, per man per hour -Water Truck	30	\$ 43.87	HOUR	\$ 1,316.10
Equipment Operator, per man per hour - Skip Loader	30	\$ 43.87	HOUR	\$ 1,316.10
Equipment Operator, per man per hour - Haul Truck	30	\$ 43.87	HOUR	\$ 1,316.10
<b>DESIGN / ENGINEERING SERVICES</b>				
Engineer Stamped Drawings for Post-Tensioned Concrete slabs	12960	\$ 0.11	SF	\$ 1,425.60
<b>NEW CONCRETE SLAB (ZONE TWO)</b>				
New Post-Tensioned Concrete Slab 7,201 - 14,400 sf	12960	\$ 5.98	SF	\$ 77,500.80
ABC per Ton Material Only	81	\$ 19.78	TON	\$ 1,602.18
<b>REPAIR &amp; RESURFACING (Indicate Minimums, if they apply)</b>				
New Caulking 1 " to 2" wide, install foam backer-rod and caulk, 176 lf or more lf	240	\$ 3.07	LF	\$ 736.80
<b>COURT SURFACING - CONCRETE</b>				
Cleaning and preparing existing concrete court surface, 7,201 - 14,400 sf	12960	\$ 0.08	SF	\$ 1,036.80
Tennis court surfacing, new concrete slab 5,001 - 14,400 sf	12960	\$ 0.72	SF	\$ 9,331.20
<b>COURT STRIPING</b>				
Striping Tennis courts, 1-2 courts	2	\$ 485.00	EA	\$ 970.00
<b>TENNIS NETS &amp; ACCESSORIES</b>				
TN-36 Tennis Net, 3.5mm Tapered with 2-Ply Vinyl Headband	2	\$ 179.10	Each	\$ 358.20
Deluxe ACS Adjustable Center Strap	2	\$ 10.80	Each	\$ 21.60
Center Pipe Anchor	2	\$ 12.60	Each	\$ 25.20
<b>TENNIS POSTS &amp; ACCESSORIES</b>				
Premier XS Tennis Posts, Black (2-7/8" OD)	2	\$ 377.10	Set	\$ 754.20
GS-24RD/PVC Ground Sleeves 24" Long for 2-7/8" OD Posts	2	\$ 26.10	Pair	\$ 52.20
<b>PERIMETER FENCING</b>				
Add Mid or Bottom Rail (Galvanized or Painted)	456	\$ 4.61	LF	\$ 2,102.16

**UPON APPROVAL BY MOHAVE EDUCATIONAL SERVICES  
 PLEASE ISSUE PURCHASE ORDER TO GENERAL ACRYLICS, INC.**

**This project May require monthly progress billings**

<b>SUBTOTAL:</b>	<b>\$ 117,159.14</b>
<b>BOND</b>	<b>\$ 1,757.96</b>
<b>TAX RATE: 5.7850%</b>	<b>\$ 6,879.35</b>
<b>TOTAL:</b>	<b>\$ 125,796.45</b>

Submitted By: **GENERAL ACRYLICS, INC.**  
*Mike Wickham*  
 Mike Wickham  
 Director of Sales and Marketing  
 AZ License # 077085



(602) 569-9377 • Fax (623) 298-1310 • Toll Free (800) 436-2279  
 22222 N. 22nd Avenue • Phoenix, AZ 85027  
[www.generalacrylics.com](http://www.generalacrylics.com)





**PROPOSAL SUBMITTED TO:**

Mark Mayer  
 Director of Community Services  
 Town of Fountain Hills  
 16705 E Avenue of the Fountains  
 Fountain Hills, AZ 85268  
[mmayer@fh.az.gov](mailto:mmayer@fh.az.gov)

Date: 4/22/2016

**MOHAVE EDUCATIONAL SERVICES UNIT PRICE PROPOSAL**

**Job site:** Golden Eagle Park (Town of Fountain Hills)

Per your request General Acrylics, Inc. respectfully submits the following proposal to supply all materials, equipment and labor to perform the following work per Mohave Educational Services Contract # 150-GAI3-0201: Demo existing asphalt courts and construct four (4) new post-tensioned concrete tennis courts

LINE ITEMS	UNITS	MES DISCOUNTED PRICES	PER UNIT	TOTAL PER LINE ITEM
<b>EQUIPMENT: EXCAVATION, DEMOLITION, AND INSTALLATION</b>				
Water truck	35	\$ 103.82	HOURL	\$ 3,633.70
Skip Loader	35	\$ 103.83	HOURL	\$ 3,634.05
Haul truck	35	\$ 129.78	HOURL	\$ 4,542.30
Rental Fence (Per month-includes delivery & Pick up) Over 251 LF	660	\$ 1.87	LF	\$ 1,234.20
<b>MISCELLANEOUS SERVICES (Indicate Minimums, if they apply)</b>				
On Site Superintendent, per man per hour	85	\$ 74.21	HOURL	\$ 6,307.85
Equipment Operator, per man per hour -Water Truck	35	\$ 43.87	HOURL	\$ 1,535.45
Equipment Operator, per man per hour - Skip Loader	35	\$ 43.87	HOURL	\$ 1,535.45
Equipment Operator, per man per hour - Haul Truck	35	\$ 43.87	HOURL	\$ 1,535.45
<b>DESIGN / ENGINEERING SERVICES</b>				
Engineer Stamped Drawings for Post-Tensioned Concrete slabs	29260	\$ 0.11	SF	\$ 3,218.60
<b>NEW CONCRETE SLAB (ZONE TWO)</b>				
New Post-Tensioned Concrete Slab 14,401 - 36,000 sf	29260	\$ 5.91	SF	\$ 172,926.60
ABC per Ton Material Only	183	\$ 19.78	TON	\$ 3,619.74
<b>REPAIR &amp; RESURFACING (Indicate Minimums, if they apply)</b>				
New Caulking 1" to 2" wide, install foam backer-rod and caulk, 176 lf or more lf	210	\$ 3.07	LF	\$ 644.70
<b>COURT SURFACING - CONCRETE</b>				
Cleaning and preparing existing concrete court surface, 14,401 - 36,000 sf	29260	\$ 0.06	SF	\$ 1,755.60
Tennis court surfacing, new concrete slab 14,401 - 36,000 sf	29260	\$ 0.58	SF	\$ 16,970.80
<b>COURT STRIPING</b>				
Striping Tennis courts, 3-4 courts	4	\$ 427.00	EA	\$ 1,708.00
<b>TENNIS NETS &amp; ACCESSORIES</b>				
Deluxe ACS Adjustable Center Strap	4	\$ 10.80	Each	\$ 43.20
Center Pipe Anchor	4	\$ 12.60	Each	\$ 50.40
<b>TENNIS POSTS &amp; ACCESSORIES</b>				
Premier XS Tennis Posts, Black (2-7/8" OD)	4	\$ 377.10	Set	\$ 1,508.40
GS-24RD/PVC Ground Sleeves 24" Long for 2-7/8" OD Posts	4	\$ 26.10	Pair	\$ 104.40

**UPON APPROVAL BY MOHAVE EDUCATIONAL SERVICES  
 PLEASE ISSUE PURCHASE ORDER TO GENERAL ACRYLICS, INC.**

**This project May require monthly progress billings**

	<b>SUBTOTAL:</b>	<b>\$ 226,508.89</b>
	<b>BOND</b>	<b>\$ 2,927.09</b>
<b>TAX RATE:</b>	<b>5.7850%</b>	<b>\$ 13,272.87</b>
	<b>TOTAL:</b>	<b>\$ 242,708.85</b>

Submitted By: **GENERAL ACRYLICS, INC.**  
*Mike Wickham*  
 Mike Wickham  
 Director of Sales and Marketing  
 AZ License # 077085



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# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 5/19/2016

**Meeting Type:** Regular Session

**Agenda Type:** Regular

**Submitting Department:** Development Services

**Staff Contact Information:** Robert Rodgers, Senior Planner [rrodgers@fh.az.gov](mailto:rrodgers@fh.az.gov) 480-816-5138

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

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

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### **REQUEST TO COUNCIL (Agenda Language):**

CONSIDERATION of an appeal of the administrative issuance of TEMPORARY USE PERMITS allowing the Copperwynd Resort to conduct Wedding Events and Receptions both inside the resort and on the outdoor event lawn after 10:00 PM.

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**Applicant:** Fountain Hills Zoning Administrator

**Applicant Contact Information:** Town Hall, Fountain Hills, AZ

**Owner:** Copperwynd Resort,

**Owner Contact Information:** 13225 N. Eagle Ridge Drive, Fountain Hills

**Property Location:** Copperwynd Resort,

13225 N. Eagle Ridge Drive, Fountain Hills

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

Fountain Hills Zoning Ordinance , Section 2.03.D.3 through 2.03.D6 - Temporary Use Permits

### **Staff Summary (background):**

This request was brought before the Town Council on April 7, 2016 due to neighborhood objections to the continued administrative issuance of Temporary Use Permits to the Copperwynd Resort that allow outdoor events to continue past 10:00 PM.

Council heard from a number of area residents. Some stated their objections to the after-hours events, and others spoke in favor of allowing the events.

The representatives of the Copperwynd Resort who were present expressed a willingness to try to find a compromise solution that would reduce noise levels and still allow outdoor events to continue

past 10:00 PM. They stated that they would meet with the area residents and provide the Town Council with a report outlining the results of those meetings. That report is attached.

Mr. Hinz, representing the resort, has submitted a letter that outlines the actions that the resort has taken since the April 7<sup>th</sup> meeting in order to mitigate the sound issues that were discussed. The main actions taken are:

1. Turned the speakers towards the resort and away from the Villas
2. Measured Sound at all events to ensure a comfortable decibel level
3. Maintained communication with Ms Anderson (the original complainant) regarding events held
4. Ensured that the resort staff is diligently maintaining the volume levels

The request also notes that the condominium CCR's specifically note that the residents are buying near a resort and that the HOA agrees to indemnify the resort against noise complaints. Section 7.2 of those CCR's is included in the letter for your information.

Mr. Hinz further notes that the HOA had voiced objections to the resort moving away from hosting wedding events during the hearings for a Special Use Permit which would have allowed the resort to provide rehabilitation services. During that process the HOA had considered the events as being beneficial to the town. This request was subsequently withdrawn by the resort due to neighborhood objections.

The letter concludes with a renewed request to be allowed to continue hosting outdoor events past 10:00 PM.

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

Approval of the appeal will allow the Zoning Administrator to continue to issue the Temporary Event Permits administratively, subject to any restrictions the Town Council deems appropriate.

Denial of the appeal will require that all future outdoor events at Copperwynd either end at 10:00 PM or come before the Town Council for specific approval for each event.

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

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

**Funding Source:** NA

**If Multiple Funds utilized, list here:** NA

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

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

**Staff Recommendation(s):**

Staff believes that the continued operation of the Resort, including permitted events that may continue past 10:00 PM, is not detrimental to the public health, safety or general welfare of the neighborhood or the town. Staff further believes that the occasional event that lasts until midnight is an integral part of the resort's operation and continuing to allow them will not destroy the peace and comfort of the area as the events are primarily on the weekends and result in only an occasional 2-hour increase in an event's duration.

Staff recommends approval of the resort's appeal in order to allow the continued administrative issuance of the Temporary Use Permits allowing outdoor events at the Copperwynd Resort to continue until 12:00 AM.

**List Attachment(s):**

Copperwynd Status Report (3 pgs)  
Site Location Map  
Correspondence (4)

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

Move to find that the continued operation of the Copperwynd Resort's evening wedding events will not be detrimental to the public health, safety, peace, comfort, and general welfare of persons residing or working in the neighborhood.

Move to approve the continued administrative issuance of Temporary Use Permits for outdoor events at the Copperwynd Resort that may continue past 10:00 PM as has been done previously.

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**Prepared by:**

  
Robert Rodgers 5/10/2016  
Senior Planner Date

**Director's Approval:**

  
Paul Mood 5/10/2016  
Paul Mood, Development Services Director

**Approved:**

  
Grady Miller 5/11/2016  
Grady Miller, Town Manager Date

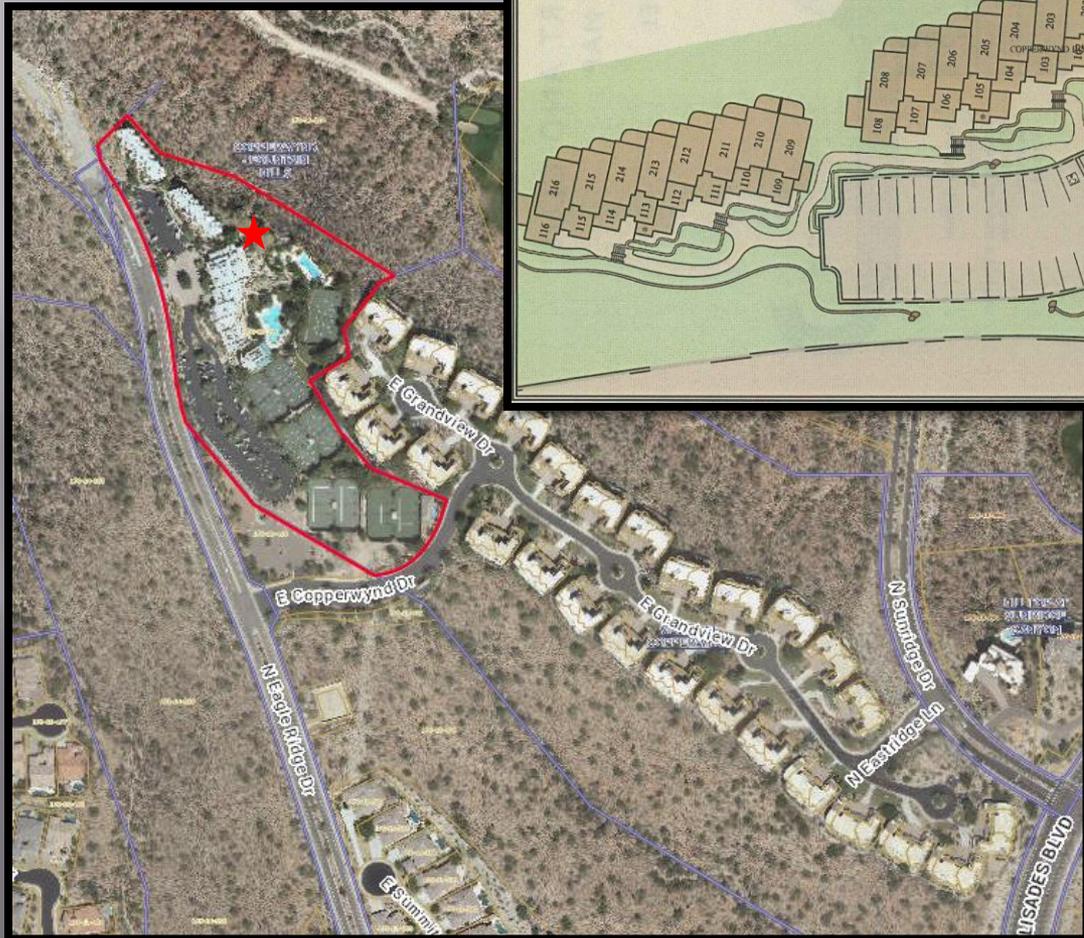
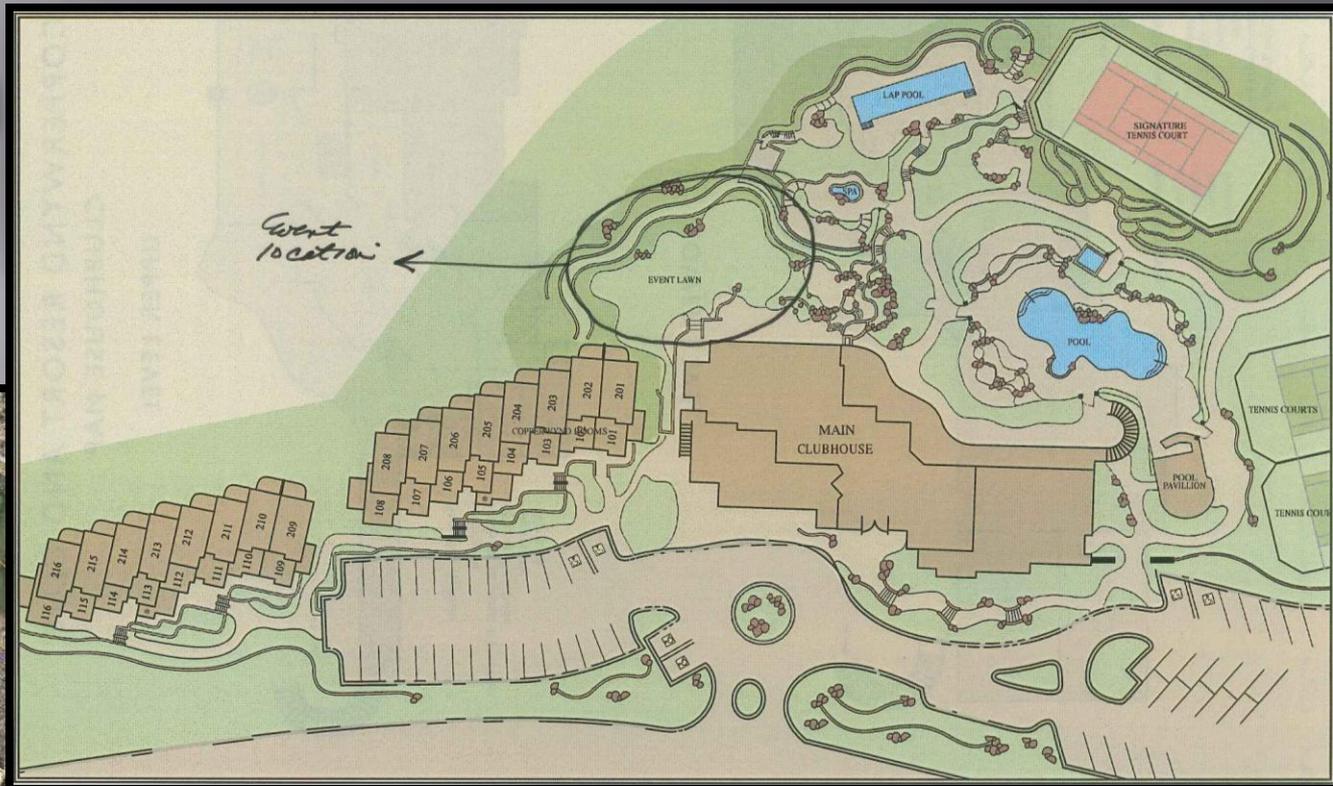


# Town of Fountain Hills Staff Presentation



Copperwynd  
Temporary Use Permit

# Location Map



# Recommendations

Staff: Approve

Subject to:

- The standard conditions
- The four measures implemented by the resort

As outlined in the staff report.

# 2016 Noise Complaint Letters

● - Individual home owners

■ - HOAs

Copperwynd  
Resort

Villas HOA  
(108 homes)

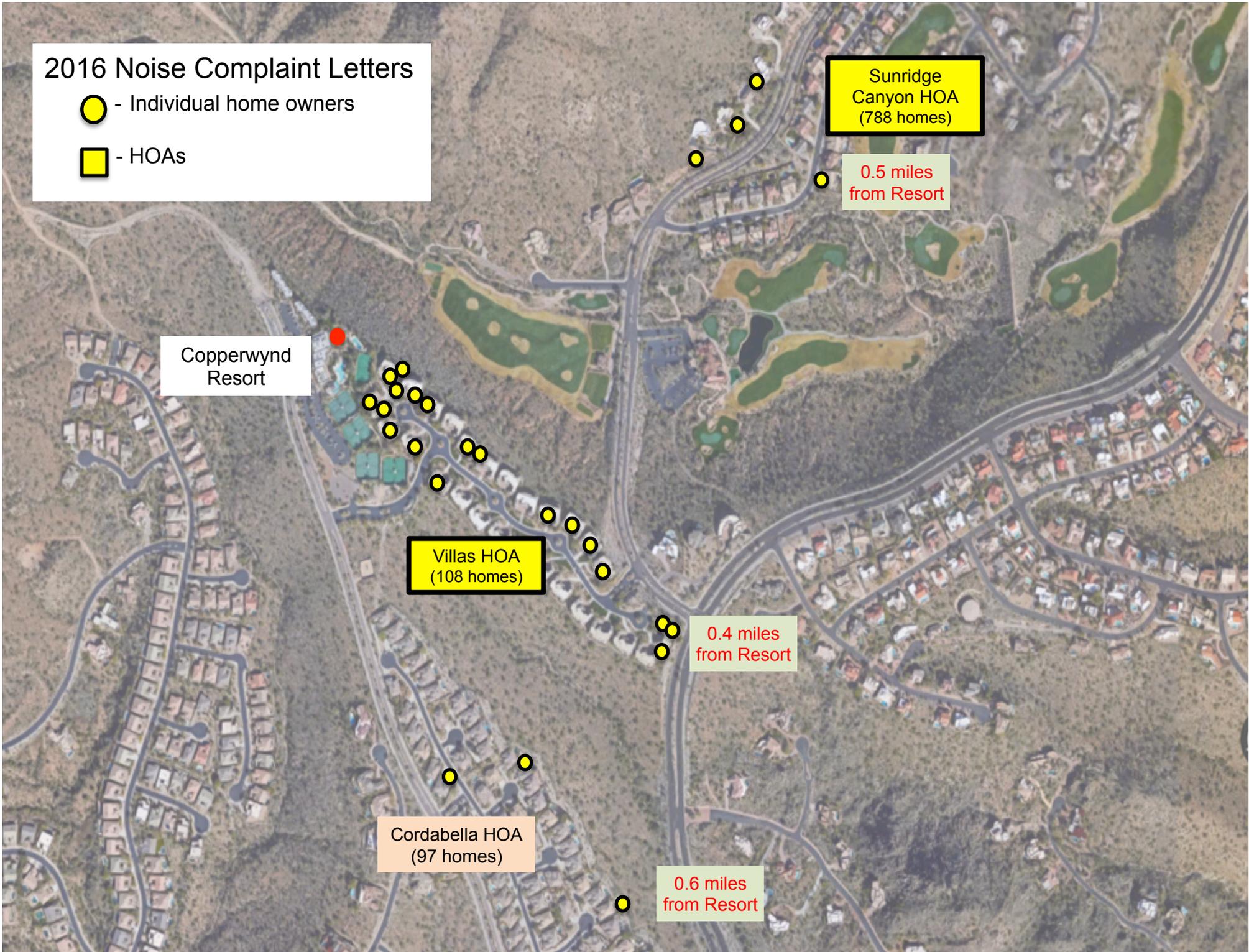
Cordabella HOA  
(97 homes)

Sunridge  
Canyon HOA  
(788 homes)

0.5 miles  
from Resort

0.4 miles  
from Resort

0.6 miles  
from Resort



# Sound Mitigating Measures

Suggested by *Copperwynd Resort's* Events Manager and sound technician

- Speakers must face Resort building
- No sub-woofers (most critical measure)
- Overall music volume less than 90 decibels

\* NOTE: These measures were tested *and proven effective* (for both the Resort and homeowners) at two outdoor wedding events (Fri 4/8, Sat 4/9).

# DAVID BERRY

14850 E. GRANDVIEW DRIVE #104, FOUNTAIN HILLS, ARIZONA 95268  
805.433.5020

May 18, 2016

Mr. Robert Rodgers  
Senior Planner  
Town of Fountain Hills

05-18-16A11:37 RCVD

**Re.: Appeal of the Administrative Issuance of  
"TEMPORARY USE PERMITS  
Allowing Copperwynd Resort to Conduct  
Wedding Events and Receptions Both Inside  
the Resort and on the Outdoor Event Lawn  
After 10:00 pm"**

Dear Mr. Rodgers:

I am a resident in the Villas of Copperwynd (Unit #104, whose villa is contiguous to the Copperwynd Resort's ("Resort") property. I have submitted written comments about this matter and spoke at the Town Council's ("Council") meeting on April 07, 2016, in opposition to the approval of the Resort's request to "allow outdoor events to continue past 10:00 am".

I reviewed the staff report you prepared and submitted to the Council for their consideration at their meeting on May 19, 2016. Needless to say I am disappointed in your recommendation to approve the Resort's request that you included in your report to the Council.

Although I intended to attend the meeting scheduled on May 19, 2016, and speak to the Council about some of the points that were included in your report, it appears that due to a family medical emergency I will almost certainly be out of town that evening. Please accept this letter and provide it to the Council members for their consideration at the meeting.

There are many points and issues mentioned in your report that I feel are misleading and not consistent with the culture of the Town of Fountain Hills. Due to the limited time I have to address this matter this week, I will limit my comments at this time to the communication that was addressed to you on or about May 05, 2016, because it appears that you heavily relied on it to justify your conclusions and recommendation. Unfortunately, it appears that the writer's identity of that communication is not revealed, however due to the subject matter and the context of the comments in the communication, I am assuming it was prepared and submitted by Mr. Bill Hinz, Owner of the Resort. If I am mistaken, I apologize to Mr. Hinz.

Comment 1.:

The communication refers to in several places to the writer's attempt to work with Ms. Anderson to mollify "her sound issues". Other comments similar to that and the general context of the communication lead a reader to infer that Ms. Anderson is the only person that is concerned about the noise issue. This is blatantly untrue and if that was the writer's intent, it shows an intent to mislead the decision makers. Speakers and written comments (many more speakers and written comments opposed the approval of the temporary use permit than favored it) at the Town Council meeting on April 07, 2016, as well as the most recent information packet documents objections from many residents of the Villas as well as the neighboring community of Sunridge (again more opposing than approving the proposed temporary use permit). Ms. Anderson was not alone in her concerns, there were a significantly large and representative number of others that shared her concerns.

Mr. Robert Rodgers  
Senior Planner  
Town of Fountain Hills  
Re.: Appeal of Temporary Use Permit  
Copperwynd Resort - Allow Outdoor Events After 10:00 pm  
May 18, 2016

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Comment #2:

The writer reported that the Villas' CC&R's state "the Villa owners all acknowledged that they were buying next to a resort and agreed not to complain about any noise issues" (per the writer's comments). I am not an attorney and my comments are not intended to address the legal ramifications of the writer's assertion, however as a lay person my reaction would include the following.

- The obvious consideration and conclusion (whether or not the writer's assertion is correct) of someone looking to purchase a Villa that is adjacent to a Resort is that there will be some level of noise. But I would venture to say that as the writer states, we would all (Villa owners and Resort owner) make "gestures of good faith" in an attempt to have mutual respect and consideration of everyone as good neighbors are wont to do.
- The Town has a very specific noise regulation. It appears that the writer is implying that a private agreement between two parties which the Town is not a party to will have precedent over a governmental regulation/law/ordinance. I would suggest and recommend that the Town obtain competent legal opinion(s) before buying into the writer's assertion. Can I change the Town's laws and ordinances when making an agreement with a private party?
- The writer makes it clear that he was not aware of the portion of the Villas' CC&R's that he cited until the last recent weeks. Whether the buyers of the Villas were aware or not of the citation he refers to, as I said above, a prudent buyer would notice that they were considering buying a property in close proximity to a Resort. Conversely, a buyer of a Resort in close proximity to a quiet, residential, community, with defined noise regulations would consider how his business plan (which apparently included loud, disruptive noise) would affect and be accepted by his neighbors. It seems the writer did not feel it necessary to consider his neighbors and his recent reading of the CC&R's in the past few weeks looks like it gave him a way to justify his disruptive behavior and gave him a "Hail Mary" attempt to sway the Council. (It is also interesting that the writer owns three (?) properties in the Villas and apparently did not completely read the CC&R's until after the last Council meeting.)
- Lastly on this comment, I would be surprised if legal experts and the court's would interpret the writer's citation in the CC&R's as carte blanche to make as much noise, as loud as the Resort want, at any time. I can only guess that a legal interpretation of the writer's citation would reveal that only reasonable noise levels and times of noise were the intent of the writer's citation. I doubt a reasonable person would interpret the writer's citation to allow and give the Resort license to play loud disturbing music at any time the Resort feels like it.

Comment #3:

The writer included a portion of a letter from "a bride who is planning to have her wedding at CopperWynd in the fall". The writer submitted the letter to support the contention he made to the Council at its last meeting that the other venues in the Phoenix/Scottsdale area that an event planner might consider when planning an event allow music after 10:00 pm and that the 10:00 pm curfew that Fountain Hills has would put him at a competitive disadvantage. My reading of the letter the writer submitted shows that the "bride" selected Copperwynd because she was promised a 12:00 pm curfew for playing loud music which was much later than the other venue she was

Mr. Robert Rodgers  
Senior Planner  
Town of Fountain Hills  
Re.: Appeal of Temporary Use Permit  
Copperwynd Resort - Allow Outdoor Events After 10:00 pm  
May 18, 2016

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considering. Different than the writer's conclusion, I think that the "bride's" letter shows the following.

- At least one other venue (I wonder how many more and if the staff investigated this) has the same 10:00 pm curfew for music that the Town of Fountain Hills has.
- It appears that the writer is not looking for an even playing field, but is looking for an advantage that the other venues do not have. Don't see anything wrong with his goal, but wonder why he wouldn't just come out and say it.
- I would request and recommend that the Council have the staff investigate what other venues' policies for playing music late into the night are to see how they compare to the Town of Fountain Hills. Maybe the current 10:00 pm curfew is not as unusual as we were led to believe.

I am curious about how many temporary use permits related to loud noise, and late night noise have been requested and approved by the Town of Fountain Hills in the last five (5) years. I request and recommend the Council direct the staff to provide that information as it could put in perspective how unusual the Resort's request is and establish precedent that would help the Council make this decision. It would also be an indicator that would show the environment and social fabric of the Town of Fountain Hills. Maybe this request is not in character with the rest of the community.

As I, and several other speakers commented at the last Council meeting in reply to comments that the Resort pre-existed the Villas at Copperwynd residential development and until recently there had not been any noise complaints lodged with the Town of Fountain Hills, the start of the recent complaints coincides with the change of ownership of the Resort and appear to be related and/or the result of Mr. Hinz's business plan. Based on his comments and approach, it appears to me that he feels some of us are out to get him. That can't be farther from the truth! When I met him for the first time I made comments showing him I wanted him to succeed, be profitable, and gave him positive encouragement. I know of others that feel the same way.

Lastly, I would like to address a concern about the Resort's intent to get along with its neighbors. As I wrote in my previous letter, there where noise issues and complaints last fall and in the following months. On more than one occasion I spoke to the Resort staff (a manager) about it. Because I was aware some other Villas' owners were also disgruntled, I offered to act as a "liaison" between the Resort and the Villas HOA Board. The person I talked to assured me that the offer would be communicated to Mr. Hinz and that he or another person in the organization would get back to me. To date I have not received any communication from the Resort regarding the offer.

At the last Council meeting, it was my understanding that Mr. Hinz committed to meeting with some interested Villas' owners to find a mutually agreeable way to address this issue. I have had no communications from Mr. Hinz and to my knowledge, he has only solicited input and met with Ms. Anderson.

It gives me the impression that Mr. Hinz, despite having property in the Villas, does not really care if he gets along with the Villas' other owners.

In conclusion, for all the logical reasons, the consideration of the comments made by others in the Villas and Sunridge communities, my prior written comments, my comments during the

DAVID BERRY

Mr. Robert Rodgers  
Senior Planner  
Town of Fountain Hills  
Re.: Appeal of Temporary Use Permit  
Copperwynd Resort - Allow Outdoor Events After 10:00 pm  
May 18, 2016

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Council's last meeting, and my comments in this letter, I feel strongly that the staff has not researched and presented the facts (i.e.-legal opinion re. citation from CC&R's, policies of other venues in the area, history of other temporary use permit applications, etc.) and therefore the staff's recommendation is not well founded. The staff report does not adequately address how the proposed application affects the culture and social environment of the Town of Fountain Hills. The Council should deny the Resort's request to have outdoor events and play music later than 10:00 pm until the staff conducts a complete and thorough investigation and Mr. Hinz attempts to work collaboratively with not just one but all the interested parties. I feel that the Council should once again table the application and instruct the staff, Mr. Hinz, and the communities of Villas and Sunridge (and other interested parties) to work together in a civil, open, transparent, constructive, and respectful way to find a mutually agreeable solution to this issue that will allow Mr. Hinz to achieve his profit objectives. I want the Resort to be successful and feel that there are ways to make that happen without it being at the expense of the Villas owners, of which Mr. Hinz is one.

Based on my experience as a manager of business units and as a board member (in one case board president) in other homeowners associations, situations similar to this are not all that unusual. The successful business addresses the situation by identifying all the issues in an honest and factual manner, identifying all interested parties' concerns, drawing all the parties in, and working with the interested parties to identify and implement a plan to address the situation in a way that ensures that all parties's concerns are addressed and that that the business has a reasonable chance to make a fair profit. When a business does not consider other interested parties, tries to implement a plan by fiat that does not consider other adversely affected parties, and hires attorneys to cite legal reasons why the plan should be approved over objections of adversely affected parties, more often than not the business does not achieve its intended goal and profits.

There are other comments I would like to make, however I have very limited time this week. I hope you and the Council get an understanding of my sincere concern for the community and the success of the Resort. I want very much for Mr. Hinz to make a profit, the culture and environment of the Villas at Copperwynd and the Town of Fountain Hills to be preserved for all the reasons we all decided to live here.

It is my sincere and honest belief that if we all work in an honest, open, transparent, and constructive manner we can achieve all that Mr. Hinz is requesting. The synergy of the Villas community and the Resort working together can achieve more than each working separately.

Thank you for your consideration.

Sincerely,



David B. Berry  
Unit 104, Villas at Copperwynd

Robert Rogers  
Senior Planner  
Town of Fountain Hills

05-10-16P01:40 RCVD  
Re: CONSIDERATION of an APPEAL OF THE ADMINISTRATIVE ISSUANCE of a Temporary Use Permit allowing the Copperwynd Resort to conduct Wedding Events and Receptions both inside the resort and on the outdoor event lawn after 10:00 PM.

Robert,

I wanted to update you on CopperWynd Resort & Club's efforts in regards to the noise complaints from certain members of the Villas at CopperWynd and the CopperWynd Villas HOA. Since our meeting in April, I have met with Kim Anderson and worked with her on her sound issues. Actions taken include:

**Turned speakers towards the resort and away from the Villas**  
**Measured Sound at all events to ensure a comfortable decibel level**  
**Maintained communication with Kim regarding events held**  
**Ensured that all staff is diligently maintaining the volume levels**

I believe the above has rectified any issues Kim has had regarding events at CopperWynd. I might add that we have been doing these things throughout the evening and not just after 10:00 PM. We have done this as a gesture of good faith that goes beyond the after 10:00 PM Permit issue.

When we met with the Council previously, one of the Council Members mentioned that the Villa owners all bought their units knowing they were next to a Resort & Club. Kim in particular bought the closest unit to the Resort & Club's wedding lawn and stadium court. After our meeting, I took the time to read the CC&R's of the Villas and discovered that the Villa owners all acknowledged that they were buying next to a resort and agreed not to complain about any noise issues. Further in the same Section, it states that the Villas HOA agrees to indemnify the Resort against any noise related issues brought by a homeowner. Below please see Section 7.2 of the Villas at CopperWynd CC&R's

**7.2 Assumption of Risk and Indemnification.** Each Owner of any portion of the Restricted Property in the vicinity of the Club Property hereby expressly assumes the risk of noise, personal injury or property damage caused by the maintenance and operation of the Club Property, including, without limitation, noise from construction and maintenance equipment, use of pesticides, herbicides and fertilizers, and view restrictions caused by maturation of trees, shrubbery, the construction of improvements and otherwise, and hereby agrees that neither the Club Owner, nor any of the Club Owner's affiliates or agents or any other entity owning or managing the Club Property shall be liable to such Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of such Owner's property to the Club Property, including, without limitation, any claim arising in whole or in part from the negligence of the Club Owner, or any other entity owning or managing the Club Property, except in connection with the indemnity set forth in *Section 5.2.2* above. Except for such indemnity, the Association shall indemnify and hold harmless the Club Owner, its successors and assigns, employees and agents, from and against any and all claims by any Owner and such Owner's lessees, guests and invitees.

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Not only did the owners of the Villas of CopperWynd "Assume the risk of noise, personal injury or property damage caused by the maintenance and operation of the Club Property", but the, "Association shall indemnify and hold harmless the Club Owner, its successors and assigns, employees and agents, from and against any and all claims by any Owner and such Owner's lessees, guests and invitees." It is crystal clear in their CC&R's that they can't complain about noise from the Club.

Of course it is important to the Club to maintain good relations with the Villas, of which I am a resident. I am committed to work with the neighbors to maintain reasonable sound levels to ensure the comfort of our resort guests and the neighbors, which I am one of.

I would also like to address a document that the attorneys for the HOA submitted to this council 45 days ago when the resort applied for a conditional use permit that would have limited our focus on weddings and parties:

"Despite the positive role it plays in the Association, the Resort now seeks to limit the services previously available to the neighborhoods and provide alternative services that are inconsistent with its prior intents. The Resort would now admittedly be limiting the amenities offered as they would no longer be hosting as many weddings and large private parties, which are beneficial to the goals of promoting community and togetherness of a community association and providing Fountain Hills homeowners with a local area to carry out their community needs."

45 days ago the Villas HOA fought the Resort from being able to change its focus away from holding weddings and parties and actually claimed those events are

beneficial to the community. Less than 30 days later they were here trying to destroy our ability to compete for these events. I am not sure that the Villa owners support any business plan that would allow the Resort and Club to be a viable business. I am here fighting for the life of the Resort and Club. Issues like excessive noise can be handled outside of this venue. Trying to limit our ability to hold events after 10:00 PM will severely damage the Resort and Club.

Attached to this submission is a letter from a bride who is planning to have her wedding at CopperWynd in the fall. We would probably not have secured this event if it were not for the ability to hold her event outdoors after 10:00 PM.

There are hundreds of venues in Scottsdale, Phoenix and Paradise Valley that we compete with. It is difficult to lure weddings and large parties to Fountain Hills. We do not have the adjacency to the airport, as many restaurants or other amenities for them to partake in. We need to be more aggressive than facilities in the core of the Valley. The benefit in terms of tax dollars to the Town, and additional business to the rest of Fountain Hills for when these guests all come to CopperWynd is tremendous. The events we hold are extremely high end are attended by incredible families and business people from all over the world. For many of them it is their introduction to Fountain Hills. I pray you will continue to take a pro business approach and support us in receiving our permit for events held after 10:00 PM. We will do our part to control the events for the benefit of the neighbors and our other hotel guests.

05-10-16P01:40 RCVD

To Whom It May Concern:

I am writing you today as a soon to be bride in hopes that you will reconsider the noise ordinance change at CopperWynd Resort. When searching for the perfect venue there were really two deciding factors, one being the view of the mountains as I walked down the aisle and two being a venue where I could see my family really enjoying themselves. When narrowing down our choices I chose CopperWynd because our party would not have to pack up and go inside at 10pm as was the protocol at another resort in Paradise Valley. My fiancée and I even agreed it was worth paying 5-10k more so my family could keep dancing uninterrupted all night. This wedding after all has been in the works for over 30 years. My mom at a young age was quickly married and deprived her dream wedding. So, my entire life she has been planning my wedding. It may seem to some people that moving the party or even just ending it at 10pm would be no big deal. But it is a big deal, to my mother, to me and to much of my 92 family members who are traveling across the country for this wedding. One might also say if this is so important you could just change venues. Unfortunately, this is not an option at this point due to how far in advance venues are reserved but it may be a consideration for future couples and may significantly impact this business. We have paid a significant amount of money to have the perfect dream day and when I heard about this ordinance I feel like our perfect day was yanked out from under us. I hope you will consider suspending the ordinance for couples like Wayne and me who heavily based our decision on having a continuous reception that did not need to be moved. Thank you,  
Megan

## Robert 'Bob' Rodgers

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**From:** Patty Parker [REDACT]  
**Sent:** Thursday, April 14, 2016 9:43 AM  
**To:** Stacey Shaw  
**Cc:** Julia Bishop; Jim Horvath; Robert 'Bob' Rodgers; jdougherty@copperwynd.com  
**Subject:** Re: Issue affecting Neighborhood M

Stacey,

We certainly object to the permit for midnight entertainment @ Copperwynd or future Golf Club. You can add us to the list of objectors from Neighborhood M at the Town Council meeting. We cherish our quiet peace and solitude that go along with the wonderful dark skies of Sunridge Canyon.

Patty Parker & Frank Fara

> On Apr 11, 2016, at 2:38 PM, Stacey Shaw <[REDACT]> wrote:

>

> Dear Neighbors:

>

> On Thursday, April 21, at 6:30 p.m., the Fountain Hills Town Council will address a request by Copperwynd Resort to expand its operating permit to allow outside events and music until midnight. I urge you to make your feelings known to the city (see contact information below) by this Wednesday and attend the Town Council session, if possible.

>

> Background: The current permit for Copperwynd allows outdoor music until 10 p.m. It is my understanding they want a permanent exemption to provide music until midnight. The Town Council used to approve such requests on a case-by-case basis. More recently, a town planning administrator has reviewed the frequency and requests for exemptions.

>

> Possible implications: Those of you who have property near the resort may have been affected by music, loud DJ speakers or event noise. I know that it has been problematic for us periodically. The mountains have a way of channeling and amplifying the sound, depending on weather conditions. Obviously, greater frequency or duration of loud activity could affect the ability of all of us to enjoy the quiet and solitude of our own property or force us to sequester ourselves indoors. And, while there is no indication that the nearby golf course would make a similar request, it certainly is a possibility once a permit is eased elsewhere. This could potentially turn this part of the community into a mini entertainment zone over time. I'm sure we all wish the resort and the golf course to remain healthy and viable, but not at the expense of the peace and solitude we've paid so dearly for.

>

> Actions: The board of directors for the Sunridge Canyon HOA has recently voted that the permit extension would not be in the best interest of the community. However, we are the near neighbors and should voice our opinions separately – to the town, to the HOA and to Copperwynd. It would be helpful if you would copy me on any correspondence on this matter, so I can understand your position, but it's certainly not necessary. I will plan to attend the town meeting on April 21.

>

> Stacey Shaw

>

> Contacts:

>

> Robert Rodgers

> Senior Planner

## Robert 'Bob' Rodgers

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**From:** Matthew, Scott [REDACTED]  
**Sent:** Wednesday, April 13, 2016 3:50 PM  
**To:** Robert 'Bob' Rodgers  
**Subject:** Copperwynd Resort Permit Request

**Scott K. Matthew**  
[REDACTED] N Sunridge Drive  
Fountain Hills, AZ 85268  
[REDACTED]  
[REDACTED]

April 13, 2015

**Mr. Robert Rodgers**  
Senior Planner  
Town of Fountain Hills

Dear Mr Rodgers,

I have been a resident of Fountain Hills residing at [REDACTED] N Sunridge Drive for over 5 years, and live close by to Copperwynd Resort. I moved to the Town of fountain Hills because of the quality of life it offered. Recently, it has come to my attention the Copperwynd Resort has applied to modify a noise permit to increase their outdoor music hours from 10 pm to midnight. I would ask you and the Town of Fountain Hills to reject this request for the following reasons:

- Fountain Hills Is lovely town where parents raise families and Seniors select to retire full and part time, it is not a party destination community.
- Copperwynd's recent ownership change knew of the existing music restrictions prior to their recent purchase.
- Since this is an outdoor permit request in the community, it has much more widespread adverse consequences than an event held indoors in meeting rooms, where the surrounding community would not be negatively affected.
- Loud music and speeches outside between 10 PM and midnight is not consistent with Fountain Hills' existing values and regulations.
- A revision in the permit will create a noise nuisance issue for many of the existing homeowners that purchased prior to Copperwynd's ownership change. Currently, under the existing noise permit, on many weekend nights, music prior to be 10PM can be heard in our backyards and in our homes.
- We all know that between the hours of 10pm and midnight, alcohol consumption and inappropriate behavior dramatically increases. As a community, we should not put the children and residents of Fountain Hills at risk with increased drunk drivers on our streets and in our communities.

- Catering and party hosting should be conducted in more appropriate areas like business districts and entertainment zones. Not remote locations surrounded by residential communities.
- If approved, this permit request will result in lower residential values, longer real estate selling times, a potential reduction in the tax base thru valuations, and a negative public perception for potential new residents.

I would like you to know that I am a very pro-growth resident, a frequent customer of Copperwynd's dining and spa facilities, and appreciative of Copperwynd's recent remodel improvements. However, partying and loud music does not belong at Copperwynd's outside patios disturbing and endangering existing local residence. I ask would you a question. Would you approve a concert at Fountain Park to go on until midnight, knowing that loud music would disrupt the lives on the park's local residences. I think not!

For these reasons, I ask you to reject Copperwynd's Noise Permit request.

If you have questions, I am free to discuss at the above reference contact information.

Best regards,

Scott K Matthew

CC:

Julia Bishop  
Community Manager  
Sunridge HOA  
[jbishop@ccmcnet.com](mailto:jbishop@ccmcnet.com)

Mayor of the Town of Fountain Hills

City Council members of The Town of Fountain Hills



**Scott Matthew**

Vice President, Products Trading  
Office 602-286-1968 | Cell 602-708-9088  
Yahoo: Scottm\_Giant  
1250 W. Washington, Suite 101  
Tempe, AZ 85281

## Robert 'Bob' Rodgers

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**From:** Dale & Stacey [REDACT]  
**Sent:** Wednesday, April 13, 2016 2:56 PM  
**To:** Robert 'Bob' Rodgers  
**Cc:** Jim Horvath; Julia Bishop  
**Subject:** Copperwynd request for extended hours re outside entertainment

Hi, Mr. Rodgers –

I am following up on our telephone conversation earlier this week regarding the issue of allowing Copperwynd Resort to extend until midnight its hours of operation for event music and entertainment outdoors.

My wife and I are opposed to permitting Copperwynd to conduct outside events until midnight and believe occasional events ending at 10 p.m. are more suitable for the neighborhood and our quality of life – which includes the possible effect on property values. We assume Copperwynd’s request is an effort to attract more events, possibly creating noise more frequently than is currently the case.

The nearby golf club also is a source of music sometimes, and this poses the possibility of an “entertainment corridor” that is not compatible with our residential area. The music from Copperwynd and the golf course echoes along the mountainside, and on calm evenings we clearly hear the DJ or host of the event. We prefer not to surrender our weekends outside and want to enjoy the peace and quiet we expect, especially later in the evening.

You are welcome to submit our communication to the Town Council for its consideration when this issue is next on its agenda. Also, FYI, my wife is a neighborhood representative for our Sunridge HOA and in that role has received a mix of views from the neighbors along Sunridge Drive and Rhodes Court: some residents are concerned; others are not.

Thank you for providing information about the Copperwynd request. We plan to follow up on any activity associated with it. You are welcome to contact us if you have questions.

Regards,

Dale Thomas & Stacey Shaw  
[REDACT] N. Sunridge Drive  
[REDACT]

## Robert 'Bob' Rodgers

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**From:** Mary Ellen Vincent [REDACT]  
**Sent:** Tuesday, April 12, 2016 10:17 AM  
**To:** Robert 'Bob' Rodgers; [REDACT] jdoughherty@copperwynd.com;  
[REDACT] Jim Vincent  
**Subject:** Extension of Hours at CopperWynd

Dear Sir:

I am writing in response to the request to be put before town council on April 21st, regarding an extension of the hours that CopperWynd Resort is permitted to play music and hold outside events.

Our home is located at [REDACT] Sunridge Drive. We are very clearly able to hear all music from CopperWynd. We can hear music on our outdoor patio, including our outdoor kitchen and dining area, from our balcony dining area and also inside our living room which faces CopperWynd.

Just a few months ago we were entertaining guests outside and were able to discern that there was a wedding taking place at

CopperWynd. We were very clearly able to hear the wedding speeches and the band that were being projected over the loud speaker system.

This was very annoying as we were trying to entertain outdoors ourselves - but it would be unbearable if we are trying to sleep!

One of the things that we enjoy the most about Fountain Hills is that it is very much a family-oriented town, peaceful and quiet, with neighbors who are caring and considerate of one another.

My husband and I are very much opposed to an extension of the hours permitted. Please do not grant this extension.

Sincerely,  
Mary-Ellen and Jim Vincent



# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 5/19/2016

**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): CONSIDERATION of the REQUEST by the L. Alan Cruikshank River of Time Museum Board of Directors regarding proposed short and long-term improvements to the facility and future construction plans for a new museum.

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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 River of Time Museum has requested to come before the Mayor and Council to discuss its future plans regarding remodeling the museum and possibly fundraise for a new museum facility at the Fountain Hills Civic Center at the site previously identified as a future performing arts center. Luke Bate, the Executive Director of the museum, will present short-term, intermediate term, and long term plans for the River of Time Museum. The first phase of the project consists mostly of cosmetic changes to the museum while the second phase consists remodeling the building and adding a new entrance near the west end of the parking lot.

The River of Time Museum has been at its present location adjacent to the Library since its official opening in 2002. Mr. Bate has indicated that the museum has a total of 5,000 square feet and has difficulty accomodating its exhibits and the ability to handle more than 123 people in the museum at one time. It also lacks adequate storage in the building for storing artifacts.

Attached is a letter from River of Time Museum Board President Debbie Skehen indicating that the museum Board of Directors and River of Time Museum Foundation Board of Directors support short the short-term, intermediate term, and long-term museum plans including a new museum facility in partnership with Dr. Patel's Community Garden and the Fountain Hill's Astronomy Club. Due to the implications on the town for a new museum, staff recommends that the museum undergo a feasibility study to determine its programming space

needs, capital requirements, community support, and fundraising needs which will help determine if the organization has the capability to undertake such a major project.

**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):** Staff recommends that the Town Council consider the short-term and intermediate term phases of improvements requested at the River of Time Museum; and direct the River of Time Museum to undergo and extensive feasibility study before requesting Town Council approval of the property located at the site previously designated as a performing arts center in the Civic Center Complex.

**List Attachment(s):** Letter from River of Time President Debbie Skehen  
PowerPoint Presentation

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**SUGGESTED MOTION** (for Council use): Move to approve the short-term and intermediate term phases of improvements requested at the River of Time Museum; and direct the River of Time Museum to undergo and extensive feasibility study before requesting Town Council approval of the property located at the site previously designated as a performing arts center in the Civic Center Complex.

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Prepared by:

NA \_\_\_\_\_ 5/19/2016

Director's Approval:

NA \_\_\_\_\_ 5/19/2016

Approved:

  
Grady E. Miller, Town Manager \_\_\_\_\_ 5/19/2016



L. Alan Cruikshank  
River of Time Museum

Fountain Hills and Lower Verde River Valley  
Museum and Historical Society

May 2, 2016

Dear Members of the Town Council of Fountain Hills

Over the past year, the Board of the River of Time Museum has been struggling with adjusting plans and programs to fit the small amount of space available at our present location in the Library/Museum building. For example, a few months ago, FHUSD 4<sup>th</sup> graders came to the museum to learn about the history of this region and the ongoing search for solutions to our continuing drought issues. About 140 students were divided into 4 groups – one came into the museum, one remained outside in the Centennial Circle, and two groups reported to the library. They rotated so each child had the museum experience. However, that significantly limited the time that each group spent in the museum itself.

The Museum Board recently approved a three phased approach which will be presented to the Town Council at its May 19<sup>th</sup> meeting. We also received the endorsement of the RoTM Foundation whose mission is to establish an endowment that provides for the operational expenses of the museum.

The first phase will take about one year to accomplish, will cost approximately \$10,000 and will be funded by the museum. The second phase will involve some structural changes to the building requiring approval from the Town. It will include constructing a new entrance to the museum through the patio area. With the completion of these two phases, the size of the public area of the museum will increase, but not significantly.

The third phase logically followed that we build a new building located in the lot adjacent to the current museum location. This building would be much more than a museum. It would be a center for other non-profits that are interested in partnering with us. Immediately the Astronomy Club got involved in the discussions as has Dr. Patel of the Community Garden proposal. We have or are meeting with the FHUSD, the Library, ASU, the Verdes, the FHCCA, the Fort McDowell Yavapai Nation and others. We also met with



L. Alan Cruikshank

## River of Time Museum

Fountain Hills and Lower Verde River Valley  
Museum and Historical Society

the Virginia Piper organization and they expressed interest in our plans and have offered professional advice as we move forward. Eventually, obtaining funding from them is expected.

In summary, we believe that our plan for this building incorporates and furthers the VisionFH plan. It would be an educational resource that can be better utilized by our children and adults. It would spur on economic prosperity of our Town by becoming a viable tourist attraction. It would enhance the Quality of Life in Fountain Hills. It also would complete the Town Vision of a Community Complex consisting of the Town Hall, the Community Center, the Library and a Cultural or Heritage Center.

We look forward to making this presentation to the Town Council on May 19.

Sincerely,

Debbie Skehen  
President, River of Time Museum



# 2020 Vision for Community Growth

**Luke V. Bate**  
**Executive Director**



# Recent Accomplishments

**New community focused mission**

**Renovation with new interactive elements and technology**

**New and expanded community partnerships**

**Incorporation of STEM**

**Doubled our public hours**

**New comprehensive website**

**Hosted 200+ visitors and an exhibit from FHUSD**

**Average yearly visitation 1000+**





# Long Term Vision

**Our goal is integrate the museum into a future civic facility that accommodates broad range of interests, becomes a community hub, and economic engine that completes the Centennial Circle.**

**As we work towards this goal, the RoTM has developed a plan to reuse the existing museum space. This will help meet community needs short term, and leave the town with a useful resource when we relocate.**





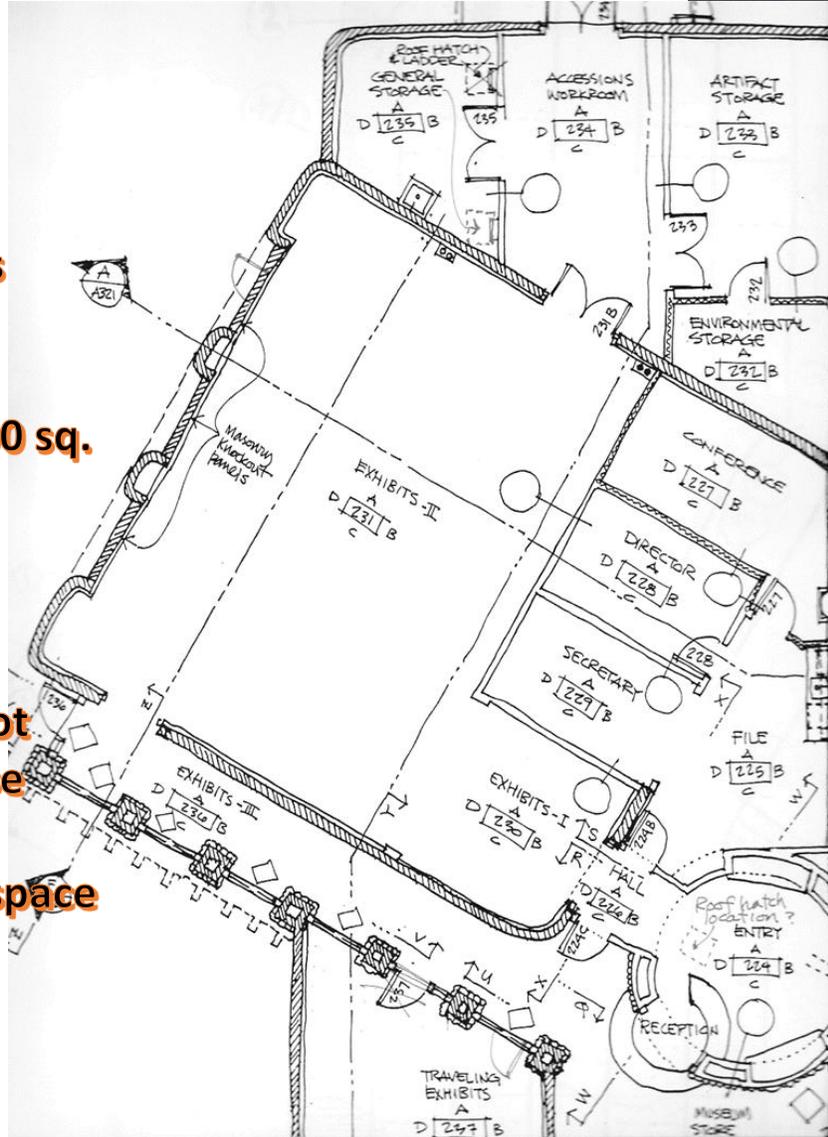
# Current Museum Space

**Museum/Library Building is 20,000 sq. ft. RoTM occupies 5,000 sq. ft.**

**Principal public space is 1,500 sq. ft.- maximum capacity 123 people, (practical capacity significantly less)**

**Additional support spaces not suitable for intended purpose**

**Patio is 900+ square feet of space not regularly used due to unopened access points**



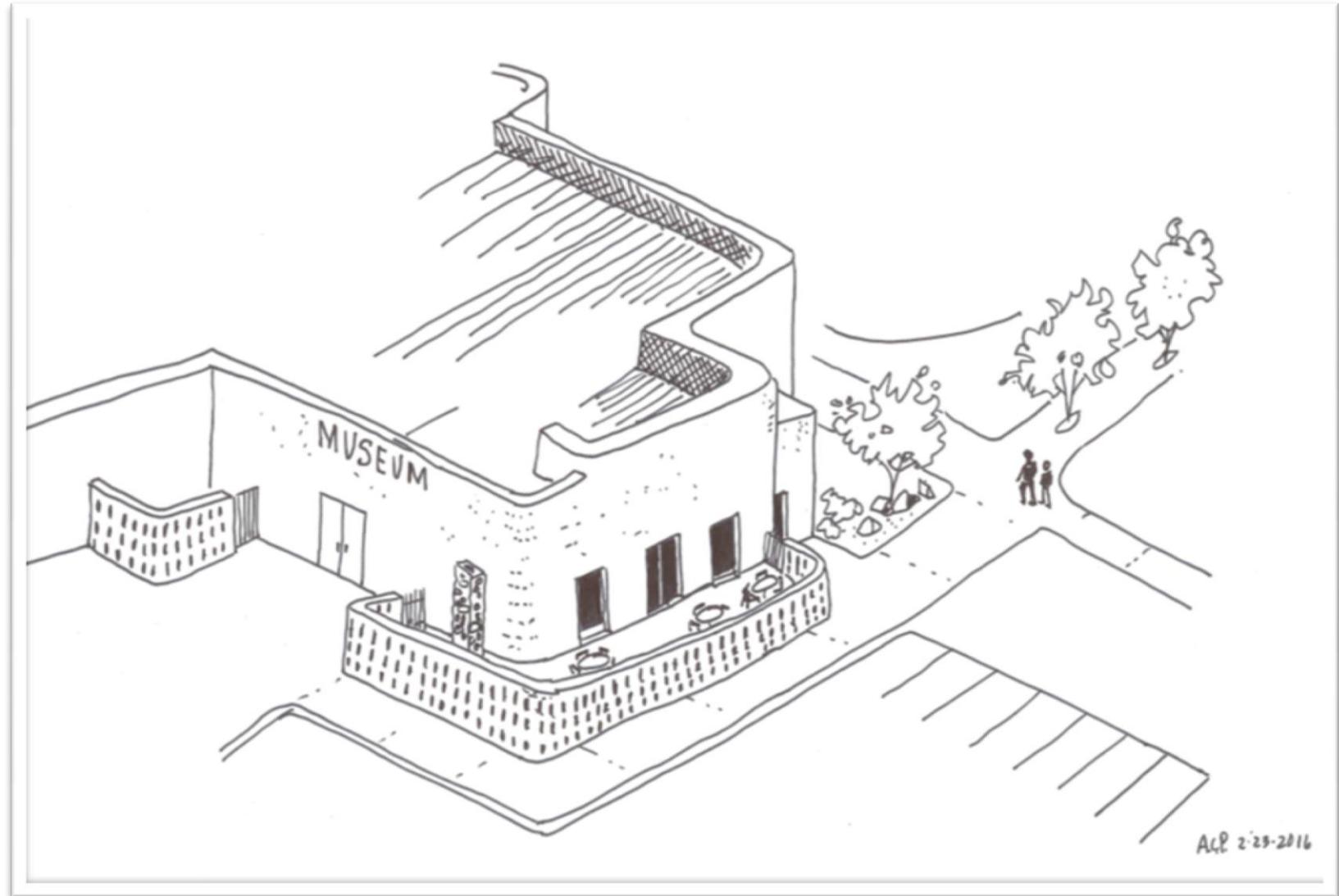


# Phase 1: Renovate Space

**Opening south wall access points accommodates regular use of patio**

**Integrates exterior and interior exhibits/programs**

**RoTM can host community events, classes, projects**







# Phase 1: Visibility

Existing signage does not clearly identify the museum



Reposition MUSEUM letters to more visible location

Identify dedicated entrance



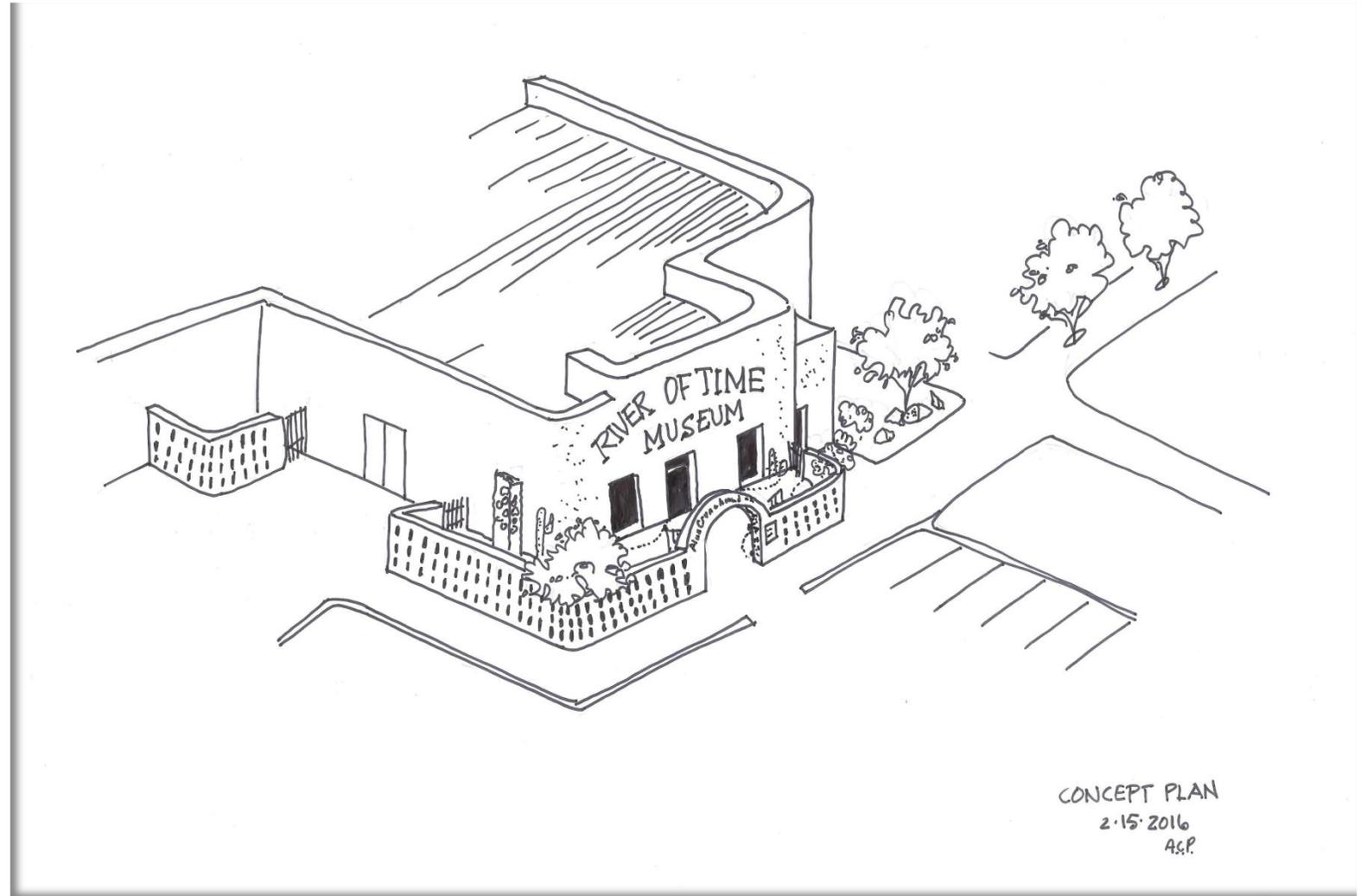


# Phase 2: Retrofit Space

**Improved Accessibility through patio doors makes it possible to create dedicated main entrance**

**Xeriscape/ Ethnobotanical Garden elements introduced on the patio integrated with museum exhibits**

**Requires inversion of RoTM floor plan and removal of original elements of building construction**





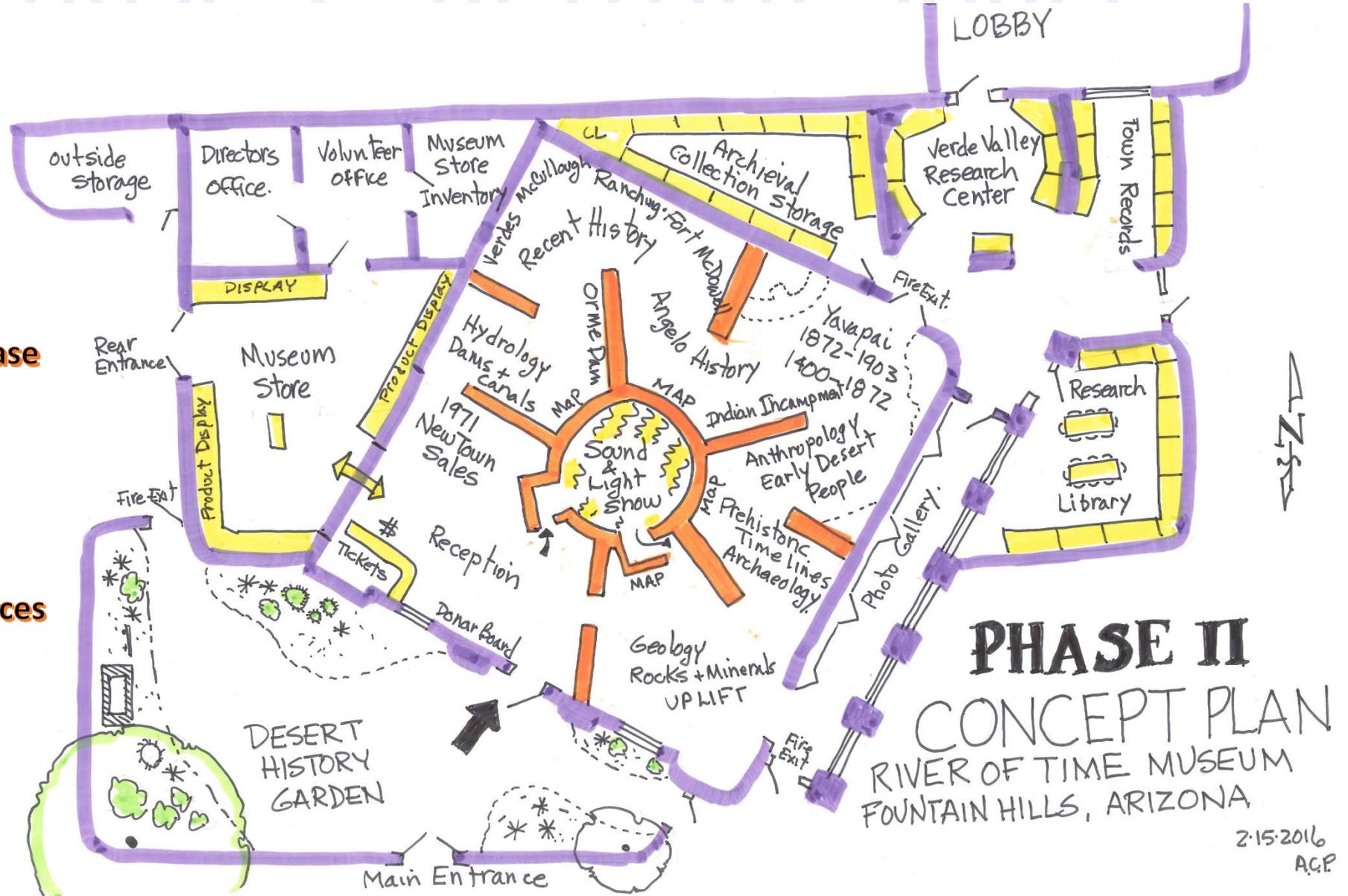
# Phase 2: Retrofit Space

**Main exhibit area remains flexible space is increased to 2,000 sq. ft.**

**Store space is doubled increase revenue**

**practical capacity for visitors between 100-125**

**Artifacts and archives resources available to general public**





# Timeline of Phases

## Phase 1 Renovation

**Ideally complete patio  
access by October  
2016**

**Removal of major  
exhibit structural  
elements by end of  
2017**

## Phase 2 Retrofit

**Begins in May 2018**

**Completed by December  
2020**

## Phase 3 Rebirth

**New Civic Facility  
Planning takes place  
during Phases 1 & 2**

**Groundbreaking  
December 15, 2020**



# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 5/19/2016

**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.

At the May 5, 2016 Town Council meeting, it was discussed that this item would come back to the May 19, 2016 Town Council meeting in order to provide additional time for the Mayor and Council to identify potential policy issues to submit to the League.

**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 \_\_\_\_\_ 5/11/2016

Director's Approval:

NA \_\_\_\_\_ 5/11/2016

Approved:

 \_\_\_\_\_  
Grady E. Miller, Town Manager 5/11/2016



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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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.



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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.



# 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)

---

**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

---

**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.

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**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.



# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 5/19/2016

**Meeting Type:** Regular Session

**Agenda Type:** Regular

**Submitting Department:** Development Services

**Staff Contact Information:** Raymond Rees/480-816-5180

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

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

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### REQUEST TO COUNCIL (Agenda Language):

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**Applicant:**

**Applicant Contact Information:**

**Owner:**

**Owner Contact Information:**

**Property Location:**

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

**Staff Summary (background):** At the Town Council meeting on May 5, 2016, a resident whose wife was attacked by Javelinas on Saturday, April 30, brought to the Town Council concerns at the May 5, 2016, Town Council meeting about the wash maintenance near his home. He believed that the wash was a contributing factor to the attack and wanted the wash near his home cleaned ahead of schedule. He also indicated that the work crews had been in the same wash for 7 months. In response to the resident, the Town Manager indicated to the Town Council that he would bring back a report to the Town Council regarding the wash maintenance program. The wash in question is scheduled to be cleaned in about six months on or around November, 2016.

The Town of Fountain Hills monitors and maintains over 700 acres of Town-owned washes on a regular basis. Town staff and members from the Rural Metro Fire Department assessed the washes to determine which were deemed a fire hazard. The washes that were noted as fire hazards generally had homes in close proximity to their borders. Town staff also made an assessment on washes that could become a hazard for flooding due to excess debris that could potentially clog culverts and drain pipes. The washes are on a four-year maintenance cycle, so that every four years, individual washes will be addressed.

The maintenance of our washes help in the reduction of fire hazards and help prevent flood damage. When working in the washes, crews are instructed to confine their maintenance to the delineated flood lines of the washes. Some washes are very narrow and the flood line delineation is up to or near the banks of the washes. During maintenance, crews remove invasive species of plants and trim tree canopies 4-5 feet from the ground. This helps with the flow of water and minimizes the ladder effect of fires jumping from the floor of the wash to the trees in case there are fires. Crews are instructed to remove trash and debris as they remove vegetation. Crews are instructed to remove all items from illegal dumping in the washes.

Not all 700 acres of washes require cleaning as part of the wash maintenance program. However, all washes are part of the Town's "Water Course Preservation and Habitat Ordinance". Town Code Article 9-3 is designed to assist in the natural groundwater recharge and support of our wildlife habitat.

The 2015-16 wash maintenance cycle started at the end of last November and ended on May 11. The wash crew started in the Legend Wash just west of the McDowell Mountain Elementary School. Picking up from where the crew left off from the previous year's rotation. After completion of the Legend Wash the crew went on to work in the scheduled washes as follows:

- Balboa
- Sections of Ashbrook
- Panorama
- Hagen
- Sections of Malta Drain
- Approximately 60 acres were completed during this cycle

Note: Due to the Flood Control District's Ashbrook Wash project, the Malta Drain was moved up from the 2016-17 schedule and started during the 2015-16 program.

The 2016-17 maintenance program will start in November and will begin in the Malta Drain where the crew ended the 2015-16 maintenance program. From there the crew will finish the remainder of the Ashbrook Wash, which was not completed in the 15-16 cycle, and other scheduled washes.

**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):**

**List Attachment(s):**

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

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Prepared by:

 5/10/2016  
Raymond Rees, Facilities/Environmental Supervisor 5/10/2016

Director's Approval:

 5/10/16  
Paul Mood, Development Services Director 5/10/2016

Approved:

  
Grady E. Miller, Town Manager 5/10/2016



# TOWN OF FOUNTAIN HILLS

DEVELOPMENT SERVICES DEPARTMENT  
WASH MAINTENANCE PROGRAM

