



NOTICE OF REGULAR MEETING FOUNTAIN HILLS TOWN COUNCIL

Mayor Ginny Dickey

Vice Mayor Art Tolis

Councilmember Dennis Brown

Councilmember Sherry Leckrone

Councilmember Alan Magazine

Councilmember Mike Scharnow

Councilmember David Spelich

TIME: 5:30 P.M. – REGULAR MEETING

WHEN: TUESDAY, MAY 7, 2019

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 Workshop and/or 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.

REQUEST TO COMMENT

The public is welcome to participate in Council meetings.

TO SPEAK TO AN AGENDA ITEM, please complete a *Request to Comment* card, located in the back of the Council Chambers, and hand it to the Town Clerk prior to discussion of that item, if possible. Include the **agenda item** on which you wish to comment. Speakers will be allowed three contiguous minutes to address the Council. Verbal comments should be directed through the Presiding Officer and not to individual Councilmembers.

TO COMMENT ON AN AGENDA ITEM IN WRITING ONLY, please complete a *Request to Comment* card, indicating it is a written comment, and check the box on whether you are FOR or AGAINST an agenda item, and hand it to the Town Clerk prior to discussion, if possible.

REGULAR MEETING

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE** – Mayor Ginny Dickey

2. **INVOCATION** – Dean Hosni of the Islamic Speakers Bureau.

3. **ROLL CALL** – Mayor Ginny Dickey

4. **REPORTS BY MAYOR, COUNCILMEMBERS AND TOWN MANAGER**

A. PROCLAMATION recognizing the week of May 5 – 11, 2019, as National Travel and Tourism Week in Fountain Hills.

5. **PRESENTATIONS**

A. PRESENTATION of the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting.

6. **CALL TO THE PUBLIC**

Pursuant to A.R.S. 38-431.01(H), public comment is permitted (not required) on matters NOT listed on the agenda. Any such comment (i) must be within the jurisdiction of the Council and (ii) is subject to reasonable time, place, and manner restrictions. The Council will not discuss or take legal action on matters raised during "Call to the Public" unless the matters are properly noticed for discussion and legal action. At the conclusion of the Call to the Public, individual councilmembers may (i) respond to criticism, (ii) ask staff to review a matter, or (iii) ask that the matter be placed on a future Council agenda.

7. **CONSENT AGENDA ITEMS**

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

A. APPROVAL OF the minutes of the Town Council Retreat of February 7, 2019; the Joint Meeting with the Salt River Pima-Maricopa Indian Community Tribal Council of February 9, 2019; the Regular Meeting of April 16, 2019; and the Special Meeting (for Executive Session) of April 18, 2019.

B. PUBLIC HEARING AND CONSIDERATION OF approving a Liquor License Application submitted by Casey Patrick Grogan, Owner of Fireside Grill, located at 12800 N. Saguaro Boulevard, Fountain Hills, Arizona for a Series 12 License (Restaurant).

C. CONSIDERATION OF approving a Special Event Liquor License Application submitted by Sandra McGee, representing the Fountain Hills Theater, located at 11445 N. Saguaro Boulevard, Fountain Hills, Arizona for the purpose of a fundraiser to be held on October 18, 2019, from 3:00 PM to 12:00 AM.

- D. CONSIDERATION OF approving a Special Event Liquor License Application submitted by Sandra McGee, representing the Fountain Hills Theater, located at 11445 N. Saguaro Boulevard, Fountain Hills, Arizona for the purpose of a fundraiser to be held on June 10, 2019, from 3:00 PM to 12:00 AM.
- E. CONSIDERATION OF approving a Special Event Liquor License Application submitted by Sandra McGee, representing the Fountain Hills Theater, located at 11445 N. Saguaro Boulevard, Fountain Hills, Arizona for the purpose of a fundraiser to be held on September 6, 2019, from 3:00 PM to 12:00 AM.
- F. CONSIDERATION OF approving a Special Event Liquor License Application submitted by Sandra McGee, representing the Fountain Hills Theater, located at 11445 N. Saguaro Boulevard, Fountain Hills, Arizona for the purpose of a fundraiser to be held on December 6, 2019, from 3:00 PM to 12:00 AM.
- G. CONSIDERATION OF approving an Extension of Premises Application submitted by Carolyn Redendo representing Sofrita's located at 16848 E. Avenue of the Fountains, Fountain Hills, Arizona, who will be hosting a beer garden in conjunction with Latino Culture and Cancer Awareness Festival on June 1, 2019.
- H. CONSIDERATION OF Resolution 2019- 03, abandoning whatever right, title, or interest the Town has in the certain Hillside Protection Easement located at the rear of Diamante del Lago, Lot 25 (17234 E. Sunscape Drive), as recorded in Book 516, Page 17, records of Maricopa County, Arizona. (EA 2018-23).
- I. CONSIDERATION OF Resolution 2019- 29, abandoning whatever right, title, or interest the Town has in the certain Hillside Protection Easement located at the rear of Diamante del Lago, Lot 32 (17328 E. Sunscape Drive), as recorded in Book 561, Page 20 (a two-lot, lot line adjustment re-plat of Book 516, Page 17), records of Maricopa County, Arizona. (EA 2018-25).
- J. CONSIDERATION OF Resolution 2019- 04, abandoning whatever right, title, or interest the Town has in the certain Hillside Protection Easement located at the rear of Diamante del Lago, Lot 25 (17236 E. Sunscape Drive), as recorded in Book 516, Page 17, records of Maricopa County, Arizona. (EA 2018-23).
- K. CONSIDERATION OF Resolution 2019- 05, abandoning whatever right, title, or interest the Town has in the certain Hillside Protection Easement located at the rear of Diamante del Lago, Lot 12 (17247 E. Diamante Drive), as recorded in Book 516, Page 17, records of Maricopa County, Arizona. (EA 2018-24).
- L. CONSIDERATION OF Resolution 2019-30, abandoning whatever right, title, or interest the Town has in the certain Hillside Protection Easement located at the rear of Lot 32A of the re-plat "Final Plat of Block 2, Lots 32A and 32B ... Plat 505-A" (15813 Tepee), as recorded in Book 515, Page 23, records of Maricopa County, Arizona, with stipulations. (EA 2018-12).
- M. CONSIDERATION OF approving a budget transfer from General Government to Development Services, Building Safety, for building inspections in the amount of \$40,000.

8. REGULAR AGENDA

- A. CONSIDERATION OF Resolution 2019-23 approving the Tentative Budget of the Town for the fiscal year beginning July 1, 2019, and ending June 30, 2020, and setting a hearing date for the Final Budget.

- B. CONSIDERATION OF approving the first amendment to Cooperative Purchasing Agreement C2018-107 with Larry H. Miller Ford for the purpose of one new light duty truck in the amount not to exceed \$54,427.97.
- C. CONSIDERATION OF approving Professional Services Agreement C2019-087 with Montgomery Engineering & Management, L.L.C. for Civil Engineering Services in the amount not to exceed \$105,000.00 over the three-year term.
- D. DISCUSSION WITH POSSIBLE DIRECTION relating to any item included in the League of Arizona Cities and Towns' weekly Legislative Bulletin(s) or relating to any action proposed or pending before the State Legislature.

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:

10. ADJOURNMENT.

AGENDA POSTED:

Date

Elizabeth A. Burke, Town Clerk

The Town of Fountain Hills endeavors to make all public meetings accessible to persons with disabilities. Please call 480-816-5100 (voice) or 1-800-367-8939 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in the meeting or to obtain agenda information in large print format. Supporting documentation and staff reports furnished the Council with this agenda are available for review in the Clerk's Office.

TOWN OF FOUNTAIN HILLS PROCLAMATION

WHEREAS travel has, a positive effect on Arizona and the nation’s economic prosperity and image abroad.

WHEREAS travel to and within the U.S. provides significant economic benefits for the nation, generating more than \$2.5 trillion in economic output in 2018, with nearly \$1.1 trillion spent directly by travelers.

WHEREAS travel is among the largest private-sector employers in the U.S., supporting 15.7 million jobs in 2018, including 8.9 million directly in the travel industry and 6.8 million in other industries.

WHEREAS traveler spending directly generated tax revenues of \$171 billion for federal, state and local governments, funds used to support essential services and programs.

WHEREAS the Town of Fountain Hills has seen a direct impact on visitation to our town through tourism efforts.

WHEREAS meetings, events and incentive travel are core business function that help companies strengthen business performance, educate employees and customers and reward business accomplishments—which in turn boosts the U.S. economy. In 2018, domestic and international business travelers spent \$327.5 billion.

WHEREAS travel matters to the Town of Fountain Hills.

NOW, THEREFORE, I, Ginny Dickey Mayor of the Town of Fountain Hills, do hereby proclaim MAY 5-11, 2019 as **NATIONAL TRAVEL AND TOURISM WEEK** in Fountain Hills, and urge our citizens to join me in this special observance with appropriate events and commemorations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the Town of Fountain Hills, Arizona, this 7th day of May 2019.



Ginny Dickey

Ginny Dickey, Mayor

Attest:

Elizabeth A. Burke

Elizabeth A. Burke, Town Clerk



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 5/7/2019

Meeting Type: Regular

Agenda Type: Consent

Submitting Department: Administration

Staff Contact Information: Elizabeth A. Burke, Town Clerk, 480-816-5115; eburke@fh.az.gov

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF approving the Town Council Meeting Minutes from the Retreat of February 7, 2019; the Joint Meeting of April 9, 2019; the Regular Meeting of April 16, 2019; and the Special Meeting (for Executive Session) of April 18, 2019.

Applicant: NA

Applicant Contact Information: NA

Owner: N/A

Owner Contact Information: NA

Property Location: NA

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

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

Risk Analysis (options or alternatives with implications): NA

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

Budget Reference (page number): NA

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): NA

Staff Recommendation(s): Approve

List Attachment(s): Minutes of the Retreat of February 7, 2019; the Joint Meeting of April 9, 2019; the Regular Meeting of April 16, 2019; and the Special Meeting (for Executive Session) of April 18, 2019.

SUGGESTED MOTION (for Council use): MOVE to approve the consent agenda as listed.

Prepared by:

Approved:


Elizabeth A. Burke, Town Clerk 4/23/2019


Grady E. Miller, Town Manager 4/23/2019

Economic Development Director Scott Cooper said that they have begun discussions on branding. They have a new Economic Development Plan and Marketing Plan and will be bringing those to Council within the next few months. He said that this plan will incorporate what has been done in the past and it will be broader so that it is communitywide.

He said that they have been working on a new business resource package which should be ready by this summer. He said that it contains materials that are given to prospective businesses, available both digitally and in hard copy, which will be focused on doing business in Fountain Hills. It will include more contacts and be more comprehensive than they have had in the past.

Increase funding for business accelerator program. He said that they did get that done this past year, increasing it to \$20,000 for this year. He reported that they have three new start-ups in the program and it is off to a good start.

Explore Higher Education Opportunities. He said that they have had some outreach, with NAU showing some interest. He has had conversations with Joan Keene and Kristi Farley. They are working hard to grow the NAU system throughout the state. Initially, utilizing their partnerships in town with EVIT, they would provide undergraduate and continuing adult education to meet their needs as well as the Town's. He said that they have also reached out to the community college system in Maricopa County, but have not yet heard much back.

With regard to the third party marketing company the Town contracted with, Mr. Cooper said that the contract is halfway through. They were out just before the holidays and spent three days here with staff talking with area businesses, landlords, commercial real estate agents, taking video and pictures and establishing additional marketing material. He said that the pipeline is being built. There has been nothing direct yet, but it is a timely process and they are moving forward. He said that he believes they can move forward without them for the third year now that he has an additional economic development analyst.

Vice Mayor Tolis said that he appreciated every effort being made. He wished they had results. He was against it in the beginning. At that time, he stated that he felt that Fountain Hills was what they are and no one was going to change that, but he did appreciate it and hopefully they have gotten some value from it. He was glad to hear they will not be continuing the third year.

OBJECTIVE #2 Increase population and residential densities to sustain existing and future commercial businesses in Town

Development Services Director Bob Rodgers said that the rezoning of undeveloped commercial property is done on a case-by-case basis ever since Prop 207. He said that the same is true with rezoning of unplatted lands. There is very little unplatted land other than the state trust lands and school properties.

Discussion was held on the need to go out to the property owners and developers. Mr. Cooper said that they were able to get out and talk to the commercial representatives, the realtors, and talked to all of them on the larger parcels. He said that they have had success with that resulting in activity and projects moving

forward currently. He said that they are unable to disclose the specifics at this time, but they will keep the Council informed as it becomes available.

Mr. Rodgers agreed that there are three or four good-sized projects in the works, but they do not want it to go public yet.

Discussion was held on zoning of properties on Shea. Mr. Rodgers said that they have talked with the property owners of the Fry's Plaza every couple of years for the past ten years. Once they hear the economics involved in making changes, they do not move forward. He said that another restriction on that property is it is controlled by the Eagle Mountain HOA, and they have jurisdiction.

Mr. Miller said that staff will come back and give a briefing on some of the other properties, including the old fire station. Discussion was held on the property currently designated as open space. Mr. Rodgers said that the restrictions in calling it open space only exist as long as the Town wants it to be open space.

Brief discussion was held on financial incentives that could be offered to property owners. Mr. Miller said that under state law, they are restricted by most incentives. Most of what they have in the "toolbox" has to do with reimbursements with public improvements.

OBJECTIVE #3 Market/promote tourism to generate hotel stays and higher dollar expenditures during visits to Fountain Hills

Community Services Director Rachael Goodwin said that they continue to work with event organizers. They have brought in some new ones such as the Disc Golf tournaments and have expanded the Turkey Trot, Fourth of July, and St. Patrick's Day events. She said that at this point they are bumping up against available weekends. From now through May they have something every weekend.

Mr. Miller said that another event asked about was the Mudder event and staff will be looking into that further.

Ms. Goodwin said that they have talked about the pros/cons of weekend events. She said that this last year Phyllis Kern brought forward the Balloon Glow which provided an activity between Christmas and the New Year when visitors were still in town. It was very successful and was a good example of how staff has tried to work with organizers.

Discussion was then held on whether Fountain Hills should be marketed as a "destination." Conflicting views were voiced; some residents do not want more traffic in the area while others enjoy increased activities.

Mayor Dickey said that the Town incorporated in 1989 and the fountain installed in 1970. They should be looking ahead and start planning something for next fall to commemorate these events.

Discussion was held on the different pricing tiers and rates involved when it is a Town-sponsored event or private. Ms. Goodwin said that they have a tiered pricing plan. She said that there are no two events that are exactly alike. They work with

each event that comes in to help them take advantage of what the Town can do, and what fits best.

Vice Mayor Tolis said that Rachael and Grace have done an amazing job with marketing Fountain Hills and it is hard to improve on what is being done. He said that after speaking with Vision Fountain Hills and reviewing the financial needs of the community the public has given them little choice but to promote tourism and destination advertising, to increase the sales tax. If they do not have a vibrant downtown or a park that is the best of the best, the state trust land will never be developed in any capacity. Families are not going to move to Fountain Hills 20 minutes off of Shea and 30 minutes off of working areas and buy affordable housing if they do not have the amenities that families want.

Further discussion was held on the need to continue to promote Fountain Hills as a destination and the related issues that causes, such as parking and traffic. It was noted that until the downtown is vibrant other businesses will not come and people will not move to town. Events do affect the bottom line.

It was stated that they continue to have this same conversation, but they need a plan. It was noted that SPAC and Vision Fountain Hills are addressing specific action to be taken.

GOAL #2 Ensure that infrastructure in Fountain Hills is well-maintained and safe

OBJECTIVE #1 Invest in and maintain the community's infrastructure

Mr. Miller said that they have a facilities/replacement fund. In 2015 they had a study done and came up with an investment plan. They came up with a pavement analysis update which was completed around December of 2017. The plan identified the needs and recommends an investment of \$6 million annually in reconstruction and pavement activities.

He said that when the property tax question failed, they heard the public say they wanted to have a say. Staff will later be bringing back to Council consideration of placing a question on the ballot in 2020 for a bonding program. He said that they do not know what the dollar amount will be at this point.

Public Works Director Justin Weldy said that they have developed a short-term and long-term sidewalk infill program, which they intend to bring to Council in the near future. He said that it will be part of the Capital Improvements Program.

OBJECTIVE #2 Promote environmentally friendly initiatives

Mr. Weldy said that they have just given their first draft of this plan into the Town Manager. They will get together after he makes comments and when the final draft is completed they will run it by people with expertise. With the Town Manager's approval, they will bring it forward to Council for adoption.

Mr. Weldy said that they have had communication with SRP who offers a program for recharging. It requires a level of voltage that is not currently available at the

Town Hall Campus. He said that they are working with other manufacturers and SRP to determine if they can use what is existing or if they have to install new infrastructure which would be very expensive.

Staff was asked who they anticipate would be using this service. Mr. Weldy said that the public would use it. He said that there are different systems available and they still have more research to do. Mr. Miller said that doing the research does not mean they are going to do it. He said that SPAC had quite a bit of discussion on this item.

Councilmember Magazine said that they have to be careful with looking at things that are necessary versus things that they would like to have. Mayor Dickey cautioned staff in the amount of staff used to do an environmental plan. She spoke with the Land Trust and they are open to increased density, and looking to break up the property into smaller pieces. However, there are concerns about doing that possibly leaving some unusable parcels.

GOAL #2 Attract Families and Working Professionals to Fountain Hills

OBJECTIVE #1 Create or Utilize Tools to Help Market Fountain Hills for Economic Development Opportunities

Mr. Cooper said that they have completed a Shop Small Campaign, designing a handout and incorporating local businesses in videos.

Ms. Goodwin said that the next two tasks (Expand Use of Social Media and Online Messaging, and Include Family Branding in Marketing Plan) have been combined and they are being worked on together. She said that Grace manages the social media pages and they have also redone the tourism video and pushed that out through social marketing.

Vice Mayor Tolis said that he wants this communicated the right way. For many years they have said they want to increase families, but he thinks they have a situation. He said that they should not put themselves in a box that they want the state trust land for family housing; they should look at the highest/best use and open the discussion, while letting the school district know that they believe in strong education. He said that they have great schools in Fountain Hills and affluent people have kids, too. He said that they need to stop talking like they do not have families in town.

Lengthy discussion was held on the enrollment numbers in the Fountain Hills Unified School District. It was suggested that they invite the School Superintendent to a meeting or have a joint meeting so they can each understand where the other is coming from.

Mr. Cooper said that he started a Young Professionals Group in the summer of 2018 and it is now well underway. He said that they have had regular meetings with the group and several social events. They have formed an organization and have started to run those meetings on their own.

Ms. Goodwin said that their recreation team has brought in as much as they have room for. Over last summer they offered camp, cooking and other issues.

She said that someone spoke to her recently stating that the Town does not have many organized sports. She said that there is little league, basketball, soccer, tennis, flag football, active sand volleyball, etc. She said that they do have quite a bit and staff does support them through having fields ready, lined, etc.

GOAL #4 Ensure that Fountain Hills Finances are Stable and Sustainable

Mr. Rudolphy said that when they go through the financial presentation they will go through it fund by fund and explain it further.

Mr. Miller said that they went through a big exercise and every year they look at revenue options. Back in September 2017 the Council came together and determined revenue options they wanted to consider at that time.

**GOAL #5 Focus on Strengthening the Community and Improving
Town's Quality of Life**

Mr. Cooper said that they do include the School District in all of their marketing tools, and also in the new Economic Development Plan. They also include EVIT as part of that conversation.

Mr. Miller said that in the past the Town met with their School District to identify how they could assist with getting their properties sold, but the governing body shut them down as they were not interested. He said that perhaps that could come up again at a future meeting.

**OJECTIVE #2 Utilize Intergovernmental Relations to Achieve Fountain
Hills Priorities**

Mr. Miller said that they have done a number of things to get the Town positioned regional. Through their work with the League, they got short-term rental legislation dropped.

Mayor Dickey said that she is waiting hear the actual restrictions they have for selling the property previously discussed. Mr. Arnson said that he is in the process of researching that further.

Vice Mayor Tolis said that if they would pull the notes from the meeting of February 21, 2017, they would find it all laid out—what they can and cannot do, voter approval, when, etc. If it is approved, it goes on the market and proceeds can only be used for certain capital projects.

With regard to volunteers, Mr. Miller said that he believed the Town excelled in this area with almost 1,000 volunteers. He said that the Town has a lot of retired executives with all sorts of talents, and they do take advantage of that.

Mr. Miller asked if, before the break, there was consensus on the Council for agreement with the re-prioritization of the plan. He said that after today, this would

come back to the Council for formal adoption and then the SPAC will start moving toward 2020 when they redo a whole new plan.

Vice Mayor Tolis asked if it was possible to have a Council discussion specific to this item. He would like to digest what they have discussed and debrief based on the discussions today. He said that after the rest of the retreat discussions they may have a different thought on the prioritization.

Councilmember Scharnow said that doing so may also allow enough time for them to have a joint meeting with the School Board. He said that they need to be careful as the School Board is their own entity. As elected officials, they have their expertise on their side; they do not come to the Council asking them to act on issues. He said that they need to be careful on how they broach the subject.

A break was taken from 10:45 a.m. to 10:56 a.m.

C. Proposed FY2019/20 Budget, Capital Improvement Program, and Five-year Financial Forecast

Finance Director Craig Rudolphy then began a PowerPoint presentation which addressed:

TODAY'S AGENDA
FINANCIAL POLICIES
FUND BALANCES

Mr. Rudolphy explained that the Rainy Day fund is a policy adopted by Council, to have 20% of the average General Fund revenues for the last five years.

He said that the General Fund was uncommitted, unrestricted funds, and the number shown is what remains after everything else is accounted for. Mr. Miller added that most cities/towns have their Rainy Day Fund included in the General Fund.

Mr. Rudolphy said that the use of the Rainy Day Fund is very specific, such as a Governor-declared emergency, or an unanticipated event. They cannot tap into it just because they are short on funds.

Mr. Miller noted that if funds are used for something like a natural disaster, they have to be paid back within five years. Mr. Rudolphy said that the number shown in the fund is as of December 31, 2018, and it fluctuates on a daily basis. He said that they may be looking at a debt package in the future and rating companies will look at these funds. He added that any surplus money over the policy amount is put back into the capital fund. Last year that amount was around \$1.6 million.

PUBLIC ART FUND
VEHICLE REPLACEMENT FUND
HIGHWAY USER REVENUE FUND (HURF)

This fund is legally restricted for use on highways and street purposes.

SPECIAL REVENUE FUNDS
ENVIRONMENTAL FUND

COTTONWOODS MAINTENANCE DISTRICT FUND

Mr. Rudolphy said that these funds are levied to the 59 property owners in that area and are used for maintaining their wall and landscaping.

DOWNTOWN STRATEGY FUND

He said that this fund was created by the Council ten years ago to make improvements to the downtown area. It was used to provide for the rehab of the linear park on Avenue of the Fountains. He said that this fund generates under \$100,000 each year.

Mr. Rudolphy said that the Town's sales tax rate is 2.6%. The Council adopted a policy that says that 1/10 of 1%, (.1%) is pulled off the top and of that amount 80% goes into the Economic Development Fund and 20% goes into the Downtown Strategy Fund.

DEBT SERVICE
CAPITAL PROJECTS
FACILITIES REPLACEMENT FUND
DEVELOPMENT FEES

Mr. Rudolphy said that these are legally restricted funds that may only be used for projects related to growth. He said that the Town currently has a Development Impact Fee Study going on. The intent is to look at the current development fees. The consultant is saying it will be December before they will be able to adjust their development fees.

Mr. Rudolphy said, with regard to the Facilities Replacement Fund, that the Town has a 30-year study with big items coming up such as a lake liner for \$3 million. If they raided those funds, they would not have anything left with which to fix it.

He said that 50% of the construction sales tax goes in there, but that is not adequate to fund the Town's needs.

Mr. Miller said that when they go through the budget process, they will go through the replacement items so they can see that there has been a lot of deferral because they do not have the resources and they are trying to extend the life of them.

Councilmember Magazine said that is where the problem lies and he thinks that is why the property tax did not pass. If those funds get depleted then they can run into serious problems. Mayor Dickey said that it was like having a mortgage in escrow. They have to be prudent with their money.

Mr. Rudolphy said that the Facilities Replacement Fund (FRF) Study was done in 2015 and it was recommended that they put \$900,000 a year into the FRF, but that has not been happening.

Vice Mayor Tolis asked where funds would go if they were to sell the property on Shea and the old fire station property. Mr. Miller said that funds from selling the fire station property was slated to go back into the capital fund. He said that the Shea property is a policy decision for Council. Staff would like to use that money for one-time types of uses.

**DEBT SERVICE
OUTSTANDING BONDS**

Mr. Rudolphy said that one of the GO (General Obligation) bonds will be paid off in July 2019.

CURRENT FY18/19 BUDGET BY CORE SERVICES – ALL FUNDS

REVENUES

Mr. Rudolphy said that the actual revenues this year are 4.5% higher than last year's. Mr. Miller said that some of the revenues are seasonal while others are known ahead of time, such as state shared revenue and income taxes.

**EXPENDITURES
ASSUMPTIONS**

Councilmember Magazine asked if MCSO had an escape clause. Mr. Miller said that both MCSO and the Town do. He said that it has been about 18 months since numbers were revised on what it would cost to take back law enforcement in-house. He said that at that time it was close to \$5 million, but staff will get those numbers revised and bring it back to Council within the next few weeks.

POTENTIAL FUTURE DEVELOPMENT

Mr. Rudolphy said that the red numbers indicated on this slide are those included in the revenue projects. The ones without a red number they do not have a good feel for timing of them.

FY19-20 BUDGET ASSUMPTIONS

Mr. Rudolphy said that he has heard in the legislative update calls that there may be a bill introduced to look at the construction sales tax. That is a complicated issue and he hoped it did not get done. Additionally, the impact of PSPRS on the MCSO is still an unknown.

He said that another issue is Prop 126 which prevents cities and towns from taxing services, but it is not clear what "services" is. There have been several towns that have filed suits to challenge that. He said that based on what is being presented today, there have been no service level changes.

He said that .4% was the Town's slice of the pie from the state. He said that has come down from a few years ago when it was .5% and it may end up being around .3% this year. Mr. Miller said the big thing that will affect this is the estimated populations. Going into the next census, those communities experiencing the real

growth will be getting a larger slice of the pie, which means that the Town's will be reduced.

**BUDGET BY CORE SERVICES
Special Revenue Funds**

Mr. Rudolphy said that this number includes the Streets Fund. They have been behind in doing pavement maintenance and the project has not been completed this year. With an upcoming \$3 million project, it will go down to around \$3 million.

FIVE YEAR FINANCIAL FORECAST

Mr. Rudolphy said that in 2013 Council indicated that 100% of the proceeds from VLT should go into the Streets Fund for pavement purposes. They have been doing that since that time. In anticipation of the upcoming shortfalls, staff is suggesting that they send 70% to the Street Fund and retain 30% in the General Fund, which would equate to approximately \$300,000 a year. Mr. Miller said that in most cities in Arizona, the state shared revenues is typically just put in the General Fund. At the time the Council made that decision it was a good one, but with facing the shortfall next year, it would make sense to consider keeping some of it in the General Fund.

He said that the chart represents \$300,000 going into the General Fund, no increases in staff and no increases in service. He said that this really will not impact streets because in one more year they will have the debt services paid which is around \$300,000 a year so that amount would then be available in that fund.

Discussion was held on doing another bond issue after the current bonds are retired. Mr. Miller said that there are differing opinions on what should be covered with a new bond issue, but it can only be for mill/overlay and capital and that is really all they would want to do. They would not want to put maintenance on "the credit card."

Mr. Rudolphy said that those are just the General Funds. If they issued \$8 million over time the residents would pay taxes, and they would repay the bonds with no impact on the General Fund. He said that the other funds are controlled by their fund balance; once they spend the balance, it is gone.

Mr. Miller said that if the Council decided to proceed with bonding for streets, which is normal to bond every so often, then that money that is currently going into the General Fund to support streets would go into that fund. That way, everyone is sharing the upkeep of the streets.

Mr. Miller said that what streets has in the Streets Fund is doing more in the way of maintenance.

He said that the same firm that did an excellent job with the study is working on a \$8 million package to identify what would be sent to the voters. He said that their concept is to preserve what they can with arterials with a triage approach and let the lowers go, those that do not have high of volume, and then those could go into the bond project.

Mr. Rudolphy said that if they took the graph and put it into numbers, they would see that the numbers have already changed. As of 3:00 p.m. yesterday, the number was \$138,000 and that would reduce the shortfall by that amount. He said that it is a work in progress. The big unknown is the estimates from the League for state shared revenues and the charges from MCSO.

GENERAL FUND PROJECTIONS

Mr. Rudolphy said that just in the General Fund, revenues and expenditures are rising. He said that assumptions made on sales tax is more of an art than a science. Councilmember Magazine said that it shows to him that an increase in population does not help. Mr. Rudolphy said that to generate \$44,000 in sales tax revenue, they would need to generate another \$1 million.

HURF PERSONNEL 57 FTEs

Mr. Rudolphy said that they currently have 57 FTE's (full time equivalents). Most of them are offset with a revenue source other than a Procurement Officer.

Mayor Dickey said that she believed that they needed to look at an additional code enforcement officer. She said that a lot of what they have been doing has to do with quality of life. Councilmember Magazine agreed. Councilmember Scharnow agreed as well, and suggested that they also empower other town employees to help with these efforts. Mr. Miller said that they could look into that, such as with public works.

Mayor Dickey said that the phone does not always get answered; it would be nice to have an answering machine that acknowledges the calls.

Councilmember Magazine said that this is the single biggest issue in town – communicating with the public. He said that they have no one that can put out information accurately. Perhaps they could use a volunteer or have a public information officer.

CAPITAL PROJECTS OVERVIEW

Five different ways of spending money:

1. Operational Capital
2. Vehicle Replacement
3. Facilities Replacement
4. Pavement Management Plan
5. Capital Improvement Projects

FY18-19 CAPITAL PROJECTS STATUS

Mr. Miller said that on those projects that were deferred, the expenditure authority was used on the Golden Eagle Park improvements.

Mayor Dickey asked if the amounts shown for the Fountain Hills Shoulder Paving project reflected the \$300,000 from MAG; she believed that it did.

Councilmember Scharnow asked if the Civic Center Improvements of \$150,000 was for the carpet at Town Hall. Mr. Miller replied that it was for the concrete replacement.

Staff then began review of the projects being proposed for FY19-20.

Brief discussion was held on the traffic signal at Copperwynd. Mr. Miller said that monies were paid into that signal, but the traffic study showed that the traffic counts would not warrant a signal until Phase 3.

A brief lunch break was taken from 12:28 p.m. to 12:39 p.m.

FINANCIAL CHALLENGES

Mr. Miller said that there is a bill being proposed to increase the gas tax \$.25 over three years. It would generate \$1 billion and a portion of that would be distributed back to the cities/towns.

Mayor Dickey asked why the Town does not do more contracting with the private sector. Mr. Rudolphy said that typically the private sector has more drivers of their costs. He said that at the time of contracting it makes sense, or when they are struggling to maintain a level of service, over time they really lose any benefit.

Mayor Dickey noted that in next year's budget they have approximately 60% of their costs that are contracted. Mr. Miller said that a vast majority of that is public safety. In regard to other contracted services, Mr. Miller said that while it may be a cost savings at a specific point in time, the quality of service may decline over which the Town has very little control.

Mr. Rudolphy said that there is a structural issue with the Town that needs to be addressed, and it is more of a revenue issue than an expenditure issue. He said that costs are rising faster than revenues and any further cuts in expenditures will mean a reduction in level of service.

POSSIBLE REVENUE OPTIONS TO ADDRESS FINANCIAL CHALLENGES

SALES TAX

Mr. Miller said that Prop. 126 addresses the ability to tax services. Mesa, Tempe and Flagstaff have sued the state to have the court determine what that actually means.

PRIMARY PROPERTY TAX PUBLIC SAFETY FEE

Councilmember Scharnow asked if this would be similar to the environmental fee, per parcel. Mr. Rudolphy said that would be up to the Town Council. He personally

does not like the per parcel because they still have some residents with a detached garage for which the County bills them for each. He said that they have attempted to eliminate that, but every year they get some that are missed or new ones. He said that it cannot be based on the size of the property or its value.

Mr. Rudolphy said that there has been some question of whether they could utilize the water or sewer district billing to bill per household. Mr. Miller said that collection then becomes an issue. Mr. Rudolphy said that they have talked about partnering with another entity and have the Town help with administrative fees. He said that the Town does not have the staffing or machinery to address 15,000 bills.

Councilmember Scharnow said that if they are going to have any type of increased fee, a public safety fee is an easier sell.

Vice Mayor Tolis said that they are continuously talking about revenue issues. He thinks they made a mistake in how high of a primary property tax they were going after. He asked if there is any thought on presenting a smaller property tax. Mayor Dickey said that she has given that a lot of thought. It is something that needs to be a group effort and the community would need to be on board with it.

Vice Mayor Tolis said that if they are not going to go forward with a property tax, then they really need to start thinking bigger. He asked how much could be generated by a rental tax. He said that they keep talking, but they need an action plan.

Councilmember Spelich said that it is absolutely insane for the Town to consider a primary property tax again. It was not voted down by a slim margin. It is clear that the residents do not want a primary property tax. It was too high of an asking and poorly communicated. He said that he sits on the Council today because of it.

He said that he visited 2,200 houses during the campaign and they were all against it. He said that he and Gerry Friedel worked together on a proposal, which had two options, but at the time he did not know they could not base a fee on property values. They were proposing a Fountain Hills Infrastructure and Maintenance Fee.

He said that it would be for infrastructure and Town maintained roads, not for studies, artwork, etc. They would collect it over a four-year period with a start and end date, in the amount of \$350 for each household, \$400 for commercial. After the first year the fee would go down \$50, \$300 for residential and \$350 for commercial, and so on.

He said that this would generate \$18 million in three years and the environmental fee would go away. It is less than one-half of what the property tax would have cost. From this fee they would hire a full-time staff member, or 1.5 staff, to collect the fee and the necessary software.

He said that these fees are flexible; they could try a different number as well as a different amount of time. He does not claim to be a financial expert, but in four years they can address the needs again at that time.

He said that he picked the six most negative people he could find and ran it by them. Not one of them was opposed to it. He believes that people will pay if they know what they are paying for.

Councilmember Magazine thanked Councilmember Spelich for giving this issue so much thought. He asked if the six that he asked had different home values as he is concerned with the inequity.

Vice Mayor Tolis said that he did a great job with coming up with something. It is a discussion and this is exactly what he hoped would happen. He also does not want to go after a property tax again, but they have to solve the problem. He said that another alternative that he believes should be considered is to bond for a larger amount and extend the time longer.

Councilmember Scharnow said that he agreed, but the problem is still there at the end of year four with the fee.

Councilmember Brown said that they did not draw the \$7 million tax number out of someone's pocket. The \$7 million was still falling short over a ten-year period. The idea is great, but it is a band aid compared to what they need to keep the Town alive.

He said that is his concern. He said that last time he was saying \$9 million for the tax because that was a break-even point for the Town. As they have talked in previous councils, they have to be the ones with broad enough shoulders to do this. Councilmember Spelich said that if he is bleeding, he will take a band aid. He said that they need to implement something instead of continuing to talk.

Councilmember Spelich said that there was no more of a wake-up call than when Grady suggested that the new Council meet with department heads. When he sat down and saw their passion, many doing two or three jobs, he could see that the Town is operating with a minimal amount of staff. They cannot cut anymore. He said that they need to decide what they are going to do and each one of them go out and sell it.

Staff was asked to provide some reports on bonding \$20 million over a 20-year period. Mr. Miller said that based on the discussion, they could bring that information back when they do the CIP meeting. He said that he tends to think that residents here like bite-size changes, but he will come up with these numbers.

Mr. Miller said that staff has some recommendations which they would like to go through.

ENVIRONMENTAL FEE

Mr. Rudolphy said that to cover the full cost of the service paid for by this fee, it would need to be raised to \$62.50. Councilmember Spelich said that when they proposed the \$350 Infrastructure and Maintenance Fee, that was also doing away with the Environmental Fee altogether. It was noted that the Town does not have a legal standing like other creditors with the environmental fee as Legal advised that they have no statutory authority to file a lien if it is not paid.

FRANCHISE FEE – EPCOR AND SOUTHWEST GAS

Mr. Rudolphy said that this would generate about \$200,000 annually. Mr. Miller added that most cities/towns charge a franchise fee to use the Town's rights-of-way.

TPT AUDITOR

Mr. Rudolphy said that another option is to continue to engage the TPT auditor to pursue residential rental taxes from rental properties.

He said that because of specific schedules, they will not be able to do anything with development impact fees until January or February, once the study is completed. They have also been approached to buy the land and cell towers. This would be a one-time payment for a perpetual license for ownership or some term of 15-20 years. Additionally, they could sell or lease excess land.

There has also been some discussion of adding an administrative fee to the solid waste collection billing done by Republic Services of one dollar a month, which would equate to approximately \$100,000 a year. They could also adopt a license fee for any operators in town.

**POSSIBLE EXPENDITURE OPTIONS
SUMMARY OF REVENUE OTPIONS
RECOMMENDATIONS**

Mr. Miller said that despite not wanting to raise the sales tax, it is one of the easiest ways of implementing a new revenue source. The amount is not going to solve the issue long-term, but it would get them the next five years until they can figure out a sustainable source.

Mr. Rudolphy said that several years ago the Legislature passed a bill that if a Town is going to change fees, notice has to be posted 60 days in advance of a public hearing, a public hearing is held, and then the Council can take action. He said that if Council supports this, they would come back in March with further information.

After further discussion was held, Mr. Miller said that they would come back at a later date and consider some of these options.

D. Discussion of Council Rules of Procedure (including Boards/Commissions)

Town Clerk Elizabeth Burke reviewed proposed changes to the Council's Rules of Procedure. She said that most of them were more for housekeeping purposes, but a few changes were being suggested to clarify issues. She then reviewed the following:

Proposed Amendments:

2.3 Consent Agenda – removes roll call vote

- 5.2 Amendments Mayor's Report to be:
 - Reports by Mayor, Councilmembers and Town Manager
 - Removes Reports at the end of the meeting
 - Public Hearings opened at the beginning of item
- 9.1 Updates listing of boards/commissions
- 9.2 Centralizes membership records, advertising and receipt of applications with Town Clerk
 - Clarifies post appointment process

Council agreed with the proposed changes. Brief discussion was held on whether commission members should be registered voters in Town. No consensus was reached on this item. Ms. Burke said that she would bring these back to a future meeting for formal adoption.

E. Discussion:

i. Special Event Liquor Licenses

Community Services Director Rachael Goodwin reviewed the current process used for special event liquor license applications, and presented some of the pros and cons. She said that there has been some question on whether these should be approved administratively to speed up the process and not have to bring them before Council. Councilmember Brown said that in the ten years he has been on the Council he has seen maybe one pulled from the consent agenda.

Mr. Miller said he believed that having these approved administratively in the large city made sense, but he believed that in Fountain Hills it has been working fine. She said that this way there are a lot of eyes on the applications and it keeps the Council aware of activities going on.

After further discussion, consensus of Council was to leave them on the consent agenda.

ii. Hillside Protection Easement

Mr. Miller said that staff was needing some direction from Council and he has Development Services Director Bob Rodgers to review the issue.

Mr. Rodgers said that Hillside Protection Easements (HPE) have been created differently over time. When a development came into Town one of the conditions was to protect the hillside areas. First it was slopes of 10% or greater, then 15%, and now it is 20%.

Recently two lots in Diamante Del Lago were granted HPE abandonments. This would not normally be of concern except that the HPE's that were established in Diamante Del Lago were created specifically because the original developer did not have enough open space areas to dedicate in order to get the density he wanted.

Staff has generally processed requests from property owners for abandonment of HPE areas on their property on a case-by-case basis. This process has always required Council approval and has on numerous occasions required that the property owner pay \$10/sq. ft. for the area of the HPE being abandoned. This is the same amount that would be assessed to a property owner who had illegally disturbed the HPE area. However, in such a case the property owner would also be required to revegetate the disturbed area. Within the last few years the \$10./sq. ft. fee has not been assessed, primarily due to staff turnover and no written procedure to follow.

Since the second HPE was abandoned in Diamonte Del Lago, the residents in that development have been discussing on social media having all their HPE's abandoned. This has led to an influx of applications (six currently in the queue) which seems to be in direct opposition to the original intent of the development's approval. There are other residential developments with similar requirements, but this one is currently the most pressing.

Development Services has placed a temporary hold on processing HPE abandonments until staff and Council can verify what the Council's policy is currently regarding such requests. Staff is requesting Council's thoughts on HPE abandonments in general, abandonments of HPE's that were created as a condition of the development's approval, and assessing a fee of \$190 (or more) per square foot of easement area being abandoned.

Councilmember Brown said that the property owner is paying tax on the entire lot. They have already paid for the lot once, and asked why they should have to pay for it again. He said that they need to think this through, especially on any unplatted land, such as the state trust land. Mr. Rodgers said that now if they rezone the state trust land anything less than 10,000 sq. ft. would not be required.

Councilmember Spelich was concerned with two property owners who have already received the abandonment and not paid anything.

Mr. Miller noted that going back in time, they have charged people in the past. Mr. Rodgers added that this would affect property all over town.

Councilmember Leckrone said that there is something about asking someone to pay so she will vote a certain way that bothers her. She said that she tends to agree with Councilmember Brown.

Councilmember Scharnow asked if they charge for the process itself. Mr. Rodgers replied that they did pay an application fee.

Mayor Dickey asked what the property owner thought when they bought the lot and if they knew that the development would not have been there without them.

After further discussion, staff was asked for their thoughts. Mr. Rodgers said that he feels they have served their purpose; to continue to require them seems counterproductive. He said that they do not have that many areas that need them anymore and those that have come in for abandonments have gotten them, so he questions the point of them.

Staff was directed to put this item on the agenda to vote to eliminate them altogether and not process any more that come in until Council takes action.

A break was held from 2:27 p.m. to 2:37 p.m.

i. Party Nuisance Ordinance

Mr. Miller said that they wanted to have a discussion on the party nuisance ordinance. Back on June 19, 2018, the Council adopted Ordinance 18-09 after receiving six months of complaints about party houses, and after researching other communities such as Tempe, Tucson and Flagstaff.

He said that as part of that, there was to be a six-month review. Staff originally met with Hank, and now Larry, has helped with MCSO. He said that they met with the prosecutor to get more insight on how the prosecution of this has worked.

He said that he did believe they have made some adjustments. From MCSO's standpoint, they were concerned with the direction they received from the County Attorney's Office. Additionally, when the ordinance was adopted they originally had wording that discussed a gathering of ten or more, but it was changed to one of more, which the County Attorney believed did not meet the definition of reasonableness.

Captain Kratzer said that one resident had 15 calls, and 8 reports or supplementation reports. One of the issues they ran into was the caller wanting to remain anonymous.

Mr. Miller said that one of the things they found was there was inconsistent enforcement, with having deputies being reassigned, and them not being aware of this and then not having standardized list of questions to ask. He said that Captain Kratzer came up with a "script" as part of the going forward the officers will be trained to ask the right questions.

He said that the noise ordinance does talk about decibel limits and they do have the required equipment to monitor it. He said that when the officer goes out they need to get a specific reading and provide a good report, a good interview with the complainant, the violator, etc. asking what the gathering is, number of attendees, etc.

Mr. Miller said that they have asked them to do this, even if it may be a zoning violation. He said that homes rented out as a function space is prohibited, so at least this gets it documented with the MCSO and it can then be turned over to zoning compliance.

Mr. Arnson said that it is clear from their discussions that there are adjustments to be made. He said that he has discussed this with Councilmember Leckrone and they want to be sure they are addressing the constitutionality of the statute, identifying what conduct is and is not prohibited.

He said that there are various statutes that already address some of the issues such as the County's noise ordinance, the liquor board regulating the sale of alcohol. One potential issue is that Representative Kavanagh intends to introduce a bill that permits cities and towns to have TPT licenses on online, short-term rentals that could be revoked.

Mr. Miller said that they will be coming back in a few meetings with recommended language changes. Councilmember Spelich questioned why they were even addressing the issue if it is already covered in the noise ordinances, in hearing what Mr. Arnson has said.

Mayor Dickey said that if someone has a business out of their home, there are laws about how many cars can come and go. She asked if that would not apply to this. Mr. Miller said that it is not defined as a business. They are not allowed to have any function space in a residential zone. He said that they have written a violation to the property owner for them renting out their home for a wedding.

F. Summary of Council discussions by the Town Manager

G.* Discussion of Pedestrian Safety.

Mr. Miller said that he and the Mayor were just talking about this issue. They have had some unfortunate situations and they are trying to address the issue with pedestrian and traffic safety. We said that they are not going to get into it today; they will be coming back with some recommendations.

He said that he would like to have the Mayor and one or two others meet with them, the MCSO Captain, Attorney and Public Works Director to starting addressing some of the improvements.

He said that right now the intersection of Verde River and Avenue of the Fountains is currently a linear park. That is going to be looked at right now to improve pedestrian safety, making it easier for walkers to go straight, and possibly making it a four-way stop. They will also be considering narrowing the Avenue of the Fountains. These are all things that this community will be studying and bringing back recommendations to the Council.

Mr. Miller said that education is a huge part of the equation. People are not paying attention, not stopping, and creating two lanes on Avenue of the Fountains.

Vice Mayor Tolis said that he had asked the Realtor Association in town, with 350 agents, for feedback on concerns with this issue. One idea was to change the

corner of El Lago and Saguario from 35 MPH to 25 MPH and have a high pedestrian sign.

Mr. Miller said that they have also talked about rumble strips on either side of the Avenue of the Fountains which should slow people down. He added that the Public Works Department has been doing a great job getting lines restriped so they are more visible.

Councilmember Brown said that he thought they needed to take a hard look at combining the subdivision ordinance and zoning ordinance. They could get together a group of Planning and Zoning Commissioners to work on this, under the watchful eye of Marissa. He said that they are confusing and they contradict one another.

4. Adjournment

The Town Council Retreat of February 7, 2019, adjourned at 3:06 p.m.

TOWN OF FOUNTAIN HILLS

Ginny Dickey, Mayor

ATTEST AND PREPARED BY:

Elizabeth A. Burke, Town Clerk

**SALT RIVER PIMA-MARICOPA INDIAN
COMMUNITY TRIBAL COUNCIL
AND
FOUNTAIN HILLS TOWN COUNCIL
JOINT MEETING OF APRIL 9, 2019, AT 8:00 A.M.
TALKING STICK GOLF CLUB
9998 EAST TALKING STICK WAY
SCOTTSDALE, ARIZONA**

MINUTES

1. CALL TO ORDER – President Harvier and Mayor Ginny Dickey

President Harvier called the meeting to order at 8:00 a.m. and as attendees had breakfast each introduced themselves.

President Harvier explained that they had nine members on the Tribal Council that serve three-year terms. When the water stopped flowing on the Gila River, they came to the Salt River and eventually the two tribes became recognized as one community. There are nine miles on the corridor and Pima Road is the western boundary. He talked a little of the allotment process used for distributing land to members.

He said that they have four enterprises—the golf club, casino, baseball stadium, and the auto mall; the rest of the land is owned by landowners and developers.

Mayor Dickey asked if there had been any push back to the development on their land. President Harvier said that they did get some push back with the baseball field. He said that there was a lot of negotiation that had to take place between the teams and property owners and while they like to be transparent, it was difficult to assure everyone without discussing the negotiations that were taking place in executive session.

He said that they had to work with the Bureau of Indian Affairs (BIA) in the rights-of-way issue. He said that they are a self-governed tribe, but they get funding from the federal government for courts, law enforcement, social services, roads, etc.

2. INTRODUCTION of attending members by President Harvier and Mayor Dickey

Salt River Pima-Maricopa Indian Community Tribal Council

PRESENT: President Martin Harvier; Councilmembers Archie Kashoya and Thomas Largo.

ABSENT: Vice President Ricardo Leonard; Councilmembers Cheryl Doka, Michael Dallas, Sr., Diane Enos, Wi-Bwa Grey, and Deanna Scabby.

STAFF PRESENT: Community Manager Bryan Meyers; Legal Counsel Michael Shiel, Legislative Affairs Officer Gary Bohnee.

Fountain Hills Town Council

PRESENT: Mayor Ginny Dickey; Vice Mayor Art Tolis; Councilmembers Mike Scharnow, Alan Magazine, and David Spelich.

ABSENT: Councilmembers Dennis Brown and Sherry Leckrone.

STAFF: Town Manager Grady E. Miller; Town Attorney Aaron D. Arnson; Administrative Services Director David Trimble Town Clerk Elizabeth A. Burke; Fire Chief David Ott; MCSO Captain Larry Kratzer; Executive Assistant to the Town Manager, Mayor and Council Angela Padgett-Espiritu, Community Services Director Rachael Goodwin, Finance Director Craig Rudolphy, Public Works Director Justin Weldy, Interim Economic Development Director Michael Martella, Street Superintendent Jeff Pierce, Communications and Marketing Coordinator Grace Rodman-Guetter.

3. **DISCUSSION** of items of mutual interest:

A. Fire Services Intergovernmental Agreement

Chief Ott said that he had previously worked for the Salt River Pima-Maricopa Indian Community and his Deputy Chief did as well. He said that they have a good working relationship with the Salt River Pima-Maricopa as well as the Fort McDowell Yavapai Nation.

Discussion was held on the intergovernmental agreements (IGA's) between Scottsdale, Mesa, Maricopa County, Fountain Hills and the Salt River Pima-Maricopa Indian Community.

Mr. Bohnee said that none of their sales tax generated at their enterprises comes back to them in the way of shared revenues. It was noted that they adopt the Unified Building Code and other national codes related to building.

President Harvier said that their Community was blessed; many others do not have the infrastructure they have available.

Councilmember Magazine said that he was very impressed with the leadership of the Community. Councilmember Largo said that they are very fortunate; there are people that have been there for 45 years. They treat them well and they excel.

President Harvier said that they are blessed; they have been able to do a salary survey and their employees are paid competitive salaries and receive great benefits.

B. Proposition 202

Ms. Rodman-Guetter thanked the Tribe for their Prop. 202 funding of tourism-related projects. She distributed a handout she had prepared to highlight what the funds have been used for, Exhibit A attached hereto and made a part hereof.

Community Manager Bryan Meyers said that he has been with the Community as their Manager for 20 years. He said that 85% of their revenue is generated through their enterprises.

President Harvier said that most of their youth go to public schools in Mesa. They have elementary, early education and a high school, but after sixth grade a lot of them are still sent to Mesa Public Schools.

He then reported on the flooding which took place last October where the casino was down for two months. He said that the damage totaled \$60 million.

C. Tourism

President Harvier said that they support development and they have several large projects moving forward such as the Great Wolf Adventure, Medieval Times, White Castle, etc.

D. Off-Track Pari-Mutuel Wagering

Mr. Miller reported that Fountain Hills had received an application from someone interested in bringing in off-track pari-mutuel wagering at a local restaurant. The Town has only had one other such application and there is nothing written in the Code to address such applications. The Town notified both Salt River Pima-Maricopa Indian Community and Fort McDowell Yavapai Nation asking if either of them had any concerns with the application. Members of the Community said that they had no position on the application, but they very much appreciated being notified and asked for their input.

E. Other

Chief Ott said that around 2005 when Scottsdale developed their own fire services, the Town entered into a Mutual Aid Agreement for fire and medical, similar to the statewide mutual aid agreements. They put in writing what they had been practicing—the *Good Neighbor Policy*. He said that they do work closer with Fort McDowell because of their proximity to the Town, but they do have good working relationships with all entities.

President Harvier said that they just widened the freeway, but even more cars seem to come through their Community and their members complain about speeding and stop sign violations.

Discussion was held on the landfill located on the Beeline Highway. President Harvier said that as the President, he is now a sitting member of the Board of the Landfill. He said that some time ago the landfill came and asked to raise the height. He said that he could not remember what they agreed to go to, but that is another concern of their members.

President Harvier said that SRP no longer wants the methane gas they previously received, so now it is being burned. He said that at some point they are going to have to get new technology to address the waste. At this time, there are no plans to open up new cells at the landfill.

Mr. Bohnee reported that in preparation of the meeting they asked how many of their members lived in Fountain Hills, and it was reported that there are about 60.

Councilmember Scharnow said that he is a member of the Fountain Hills Coalition, which addresses issues with high school students and drugs, etc. He said that they are in year 9 of a 10-year grant from the Federal government, which is distributed through the Arizona Department of Justice. He said that they are seeing a rise in suicides, and while the drugs have been around for a long time, the problem is with

what is being added to them. Discussion was also held on the whip-its, which are nitrous oxide canisters popular because they provide a high, but do not show up on a drug test. Mayor Dickey offered to have members of the Coalition attend a school assembly in the Community, if they would like.

President Harvier said that relationships are important. He noted that their Tribal Council met yesterday with the Tribal Council from the Fort McDowell Yavapai Nation.

Councilmember Largo said that one of the things they are working on now is negotiations on a new gaming compact. He said that the original reservation was 685,000 acres, but in 1879 President Hayes, because of the pressure of the settlers, reduced it to the current 52,000 acres. He said that with the current negotiations taking place, if changes were made to the gaming compact, it could impact the 12% that they are currently able to distribute to all of the communities and they would be sure to notify the Town.

President Harvier said that he is looking forward to the future and they appreciate everyone coming.

Councilmember Kashoya said that his main concern is the southern boundary. He said that they look at the mountains as sacred and the relics there are gone from people digging them up, and construction waste is being dumped on the land. He said that some of their members do not go there anymore because they feel that the land is tainted. He asked for assistance from residents to not disturb their areas.

Vice Mayor Tolis said that perhaps they could show them the locations so they could educate the public on where not to go. He said that they have a real challenge with economic development with development going in around Fountain Hills. He suggested that they work together to help each other in moving the region forward. Mayor Dickey suggested that they include each other's activities communitywide through their respective calendars.

President Harvier said that Councilmember Kashoya has protected some of those areas through support of the purchase of Saddleback Mountain where there had been illegal dumping and relics being removed.

4. ADJOURNMENT

The President, Mayor and Councilmembers exchanged thanks and the joint meeting of the Salt River Pima-Maricopa Indian Community Tribal Council and Fountain Hills Town Council held April 9, 2019, adjourned at 9:52 a.m.

TOWN OF FOUNTAIN HILLS

Ginny Dickey, Mayor

ATTEST AND PREPARED BY:

Elizabeth A. Burke, Town Clerk



Tourism Partnership 2019



Overview:

On Saturday, April 6, 2019 Fountain Park hosted the fourth annual Music Fest which is funded and sponsored by the Salt River Pima Maricopa Indian Community through their generous proposition 202 grand fund award. More than 3,500 people attended this event from Fountain Hills, Salt River and the greater Phoenix-metropolitan valley area. The event featured four different live bands, two food trucks and a beer Garden. The food trucks included White Mountain Food Company and East Coast Cheese Steaks and the beer was provided by our local brewing company, Bone Haus Brewing.

Marketing:

The Following is a snapshot of our social and web outreach regarding marketing for the event:

Event Performance

Since Dec 13, 2018



Audience

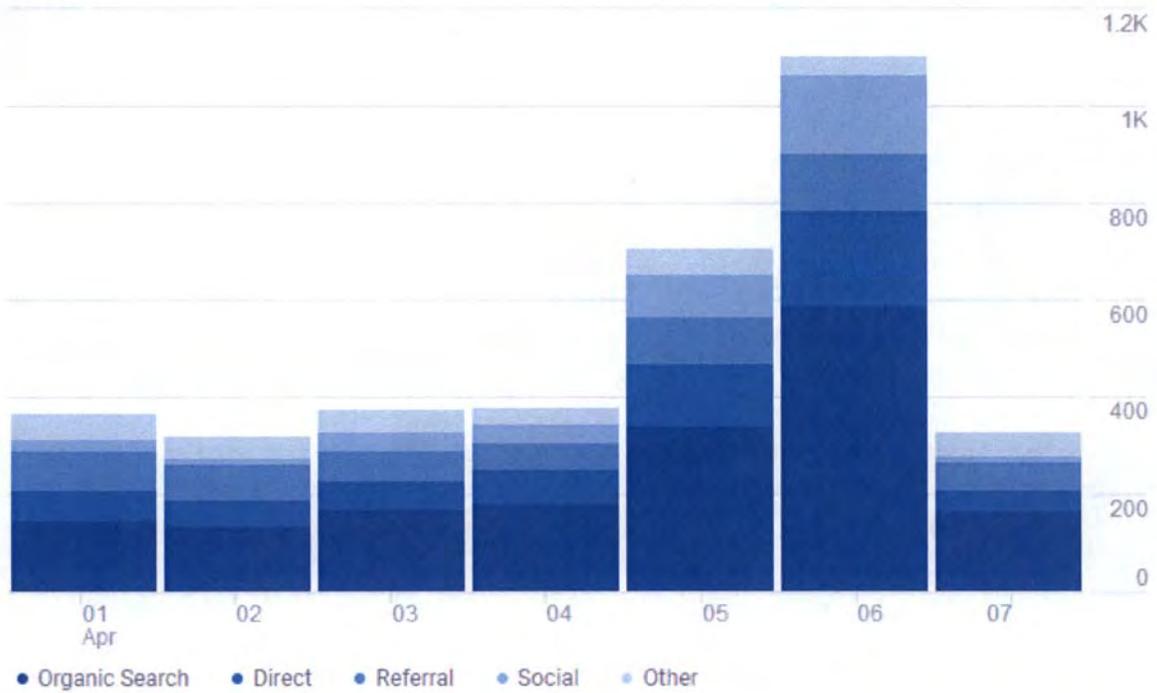
Ticket link clicks ▾



Traffic Channel

Source / Medium

Referrals



Last 7 days ▾

ACQUISITION REPORT >

What pages do your users visit?

Page	Pageviews	Page Value
/p/events/musicfest	1,976	\$0.00
/	1,139	\$0.00
/events/2019/music-fest	357	\$0.00
/events	316	\$0.00
/p/fountain	316	\$0.00
/p/fountain/fountain-runtimes	161	\$0.00
/events/events	95	\$0.00
/directions.aspx	82	\$0.00
/businesses	71	\$0.00
/p/see-do	71	\$0.00

Last 7 days ▾

PAGES REPORT >

This year the event gained the largest attendance in its' history. We attribute this directly to the attention and following it has cultivated over the years. This could not have been achieved without the funding we have received from the Salt River Pima Maricopa Indian Community. If we were to loose funding from your proposition 202 grant funding this event would not be able to continue.

Grant Funded Projects:

In addition to our Music Fest, we use the remainder of the grant funding to purchase media advertising buys in specifically targeted Spring Training publications to bolster visitation to the Salt River Fields Talking Stick spring training field. The most notable publication is the Cactus League Insert produced by Hennen Publishing. Hennen places a newspaper insert with the entire spring training game schedules of all Arizona teams in the newspapers of the home cities of our spring training teams reaching thousands of perspective tourists.

Partnership Deliverables:

As a partner we showcase information about your activities and attractions in our Official Visitors Guide, of which 25,000 copies are printed and distributed in the two main airports as well as in CVB's, Visitor's Centers, Hotels and special events around the state.

We also feature a dedicated webpage about your attractions on our tourism website www.ExperienceFountainHills.org all year long.

The screenshot shows the website for Fountain Hills, Arizona. The top navigation bar includes links for 'Hotels & More', 'Official Visitors Guide', 'Press', and 'Tourism Strategic Plan'. Below this is a secondary menu with 'THE FOUNTAIN', 'EVENTS', 'ARTS & CULTURE', 'SEE & DO', 'CONNECT WITH US!', 'GRAB A BITE', and 'DIRECTIONS'. A search icon and a 'Sign In' button are also present. The main content area is titled 'SALT RIVER PIMA INDIAN COMMUNITY' and features a sub-section 'HISTORY AND CULTURE'. The text in this section describes the Maricopa and Pima tribes, their migration, and their relationship with the Hohokam. To the right of the text is a large circular logo for the Salt River Pima-Maricopa Indian Community, featuring a central figure and the words 'GREAT SEAL', 'SALT RIVER', and 'PIMA-MARICOPA INDIAN COMMUNITY'.

Conclusion:

We are grateful for the funding and support we receive from this grant and we look to continue this prospering partnership in this future. Together our two entities are able to bring awareness and tourism to our shared corner of the East Valley.

**TOWN OF FOUNTAIN HILLS
MINUTES OF THE REGULAR MEETING OF THE
FOUNTAIN HILLS TOWN COUNCIL
APRIL 16, 2019
REGULAR MEETING**

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE – Mayor Ginny Dickey

Mayor Dickey called the meeting of April 16, 2019, to order at 5:30 p.m.

2. INVOCATION – Pastor Todd Forrest, Fountain Hills Christian Center

There being no pastor present, Mayor Dickey asked for a Moment of Silence.

3. ROLL CALL – Mayor Ginny Dickey

COUNCILMEMBERS PRESENT: Mayor Ginny Dickey; Vice Mayor Art Tolis; Councilmembers Mike Scharnow, Dennis Brown, Alan Magazine, Sherry Leckrone and David Spelich.

COUNCILMEMBERS ABSENT: None.

STAFF PRESENT: Town Manager Grady Miller, Town Attorney Aaron D. Arnson, and Town Clerk Elizabeth A. Burke.

4. REPORTS BY MAYOR, COUNCILMEMBERS AND TOWN MANAGER

Councilmember Spelich reported on a tour he attended with County Supervisor Steve Chucri at a farm in Mesa where they learned a lot of things about produce in Arizona. He said that it was an informative tour and Fountain Hills was represented.

Councilmember Leckrone reported that she and the Mayor had the pleasure of attending a luncheon at the home Gilbert Mayor Jenn Daniels. They learned a great deal about other towns and shared their experiences. She said that she is anxious to continue to meet with them and grow in their roles. Mayor Dickey said that this meeting had come about from a conversation that Councilmember Leckrone had with Mayor Daniels at the New Officials Training put on by the League.

Mayor Dickey reported that the *Eggstravaganza* was held last weekend and it was a great event. She and other Councilmembers recently attended the Volunteer Reception with the theme of Under the Sea. She recognized Tom Aiello as Volunteer of the Year and thanked Heather Ware and all of the staff that was involved. It was noted that Mr. Aiello was in the audience at the Council meeting and he received a standing ovation.

Mayor Dickey said that she and other members of Council attended a Joint Meeting that was hosted by the Salt River Pima-Maricopa Indian Community where they talked about their opportunities to partner and Prop. 202 funding. She said that they thanked the Town for notifying them of the upcoming Off-Track Betting application recently received, on which they had no position. She was glad that so many members of Council and staff

could attend, and she said that it was the first of several joint meetings coming up this year.

Mayor Dickey reported that she attended a recent Arizona Transit Association Luncheon for transportation officials from all over, at which her husband was recognized. She mentioned that Fountain Hills is currently having a transit study performed, at no cost to the Town.

She said that she was also honored to meet with the Order of Purple Hearts. Her sister reposted the photo in front of the sign and her cousin in Cape Cod asked how they can also become a Purple Heart Community.

A. PROCLAMATION recognizing Purple Heart Tuesday in Fountain Hills.

Mayor Dickey invited Bill Yin forward, read the proclamation and presented it to him.

Mr. Yin said that there are 28 counties, cities and towns in Arizona that are deemed Purple Heart Communities. He said that on August 7, 2019, at the Community Center there will be a Purple Heart Celebration at which everyone is welcome. Along with several speakers, they are hoping to have five Medal of Honor recipients attend. They will have the State Band and National Color Guard presenting the Colors.

B. PROCLAMATION recognizing April 22, 2019, as Earth Day in Fountain Hills.

Mayor Dickey invited Amy Burnett forward, representing Arizona Game & Fish and Liberty Wildlife, read the proclamation, and presented it to her. Ms. Burnett said that she was honored to receive the Proclamation.

C. PROCLAMATION recognizing May 2, 2019, as Fountain Hills Day of Prayer.

Mayor Dickey invited Nate VanKeuren and guests forward as she read the proclamation and presented it to the group. Mr. VanKeuren said that this was the 68th Anniversary of National Day of Prayer. They will be holding a prayer service on May 2, 2019, at the Fountain Park Ampitheater at 6:30 a.m. and they were doing a walk around the Overlook Trail.

D. Report by Town Manager

Mr. Miller introduced the new Acting Development Services Director, John Wesley. He said that they were pleased to have him and he has started right away working on the many development projects they have going.

Mr. Wesley said that it was good to be here and it was a pleasure to have the opportunity to serve Fountain Hills. Prior to coming here, he said that he was the Planning Director for the City of Mesa for 15 years and is very familiar with Arizona laws. Prior to that, he was the Community Development Director for Stillwater, Oklahoma, a town of approximately 35,000, similar to Fountain Hills.

Mr. Miller said that staff was recently asked to look into a couple of items and he would like to report on those.

He said that they were asked to meet with the leasing agent representing Park Place to get more information regarding their occupancy numbers. The Town's Acting Economic Development Director did meet with the leasing agent and got some preliminary information; however, the agent is trying to get approval from his bosses to share further.

He said that a meeting has been set up for May to get with the Plat 208 area representatives and the downtown merchants association. He said that they are trying to reenergize the area and be more visible. They will come back and report to Council.

i. Update on lemonade stands.

With regard to information on lemonade stands, Mr. Miller asked Mr. Martella to come forward.

Mr. Martella said that there was not a lot out there in terms of codes or ordinances that address lemonade stands. He called the County and talked with their environmental services department and found that they do not issue permits as long as they are on private property. Additionally, even if there was a complaint received they would not forcibly shut them down. He said that with regard to licensing, they would not license garage sales contained on private property so they would apply similar thinking as to lemonade stands.

Vice Mayor Tolis said that he would like to invite the merchant's association to a meeting and have them share their initiatives they are using and ask what the Town Council could do to help them be successful. He would like to hear from them directly. He would also like to extend the invitation to Shea Connolly, to understand what they can do as a town to assist in filling those business locations downtown. Mr. Miller said that part of the concern is that there was not a "downtown merchants association," that is why they would invite Plat 208 representatives.

Brief discussion was held on contacting Shea Connolly versus the leasing company. It was clarified that Vice Mayor Tolis would like to talk with whoever is appropriate for assisting with economic development in the downtown.

Mayor Dickey said that when they do reports they should not be having discussing. She said that their department directors and staff have their contact information on the Town's website. The fastest way to get questions answered would be to contact them directly.

5. PRESENTATIONS

A. PRESENTATION by Captain Larry Kratzer, MCSO, with monthly update.

Captain Kratzer with MCSO gave a monthly update that addressed:

Emails from residents have indicated concerns/questions on the activities of deputies. He said that on a regular basis the deputies will do 600 to 700 welfare checks in a given month. They go out on their own, check businesses, park areas, other locations where residents have contacted them with concerns. He said that they recently had a business found unlocked. It was a vacant office and in the last four to five months they have found three to four unsecured. They were able to contact the property owners.

He said that they recently had an arrest of a resident of Scottsdale that had been going to various Targets and stealing electronic devices and selling them on Offer Up. The detectives were able to identify the individual and arrest him on April 3. Based on the arrest, he confessed to that and other thefts. They were able to work with the Scottsdale Police Department and Mesa Police Department, to get other charges on him.

Captain Kratzer reported that over the last month traffic stops have been up by 62%. He explained that calls for service come first, but on their downtime they can make traffic stops and welfare checks.

He said that some of the prime trends is with the elderly being targeted for fraudulent schemes. He gave an example of a lady who received an e-mail from a subject stating they were with the local internet service and they had charged her for the next year's services. She called the number back and ended up withdrawing several thousand dollars. He said that this was done from another country so it is difficult to follow up on them.

Another example was someone seeking employment who had someone respond to her resume. She accepted a job and they sent her a check for airfare, but then determined they sent her too much and she needed to send money back. She lost about \$3,500.

In March they had three more incidents of "smash and grab" at Fountain Park, and the individuals were using credit cards at local stores and buying gift cards. He reminded residents to not bring their purses with them when walking and be aware of their surroundings.

He reported that on April 27, 2019, at the Town Hall parking lot they would have the National Prescription Drug Take Back. He said that they would also be having another Coffee with a Cop on May 17, 2019, from 8:00 a.m. to 10:00 a.m. at the local McDonald's, who had asked them to host with them.

Councilmember Spelich said that he had read a news feed about the Neighborhood Program from Ring. They are able to link doorbells that use Ring, to local law enforcement so they can be monitored. Captain Kratzer said that he did not know much about it, but he did know that MCSO has been working with Ring.

Councilmember Magazine asked how many deputies they had in Town. Captain Kratzer said that they have 3 on every squad and they have 5 squads, so a total of 15, and the County covers 1 for Rio Verde. Brief discussion was held on whether that was enough and what national recommendations were.

Councilmember Scharnow reminded everyone, on behalf of the Fountain Hills Coalition, that there is a prescription drug box in the lobby of Town Hall and thanks to the Town and Sheriff's Office, and the Sanitary District, it has been increasingly popular during business hours.

6. CALL TO THE PUBLIC

Pursuant to A.R.S. 38-431.01(H), public comment is permitted (not required) on matters NOT listed on the agenda. Any such comment (i) must be within the jurisdiction of the Council and (ii) is subject to reasonable time, place, and manner restrictions. The Council will not discuss or take legal action on matters raised during "Call to the Public" unless the matters are properly noticed for discussion and legal action. At the conclusion of the Call to the Public, individual councilmembers may (i) respond to criticism, (ii) ask staff to review a matter, or (iii) ask that the matter be placed on a future Council agenda.

None

7. CONSENT AGENDA ITEMS

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

- A. APPROVAL OF the minutes of the Special Meeting of March 26, 2019; and the Regular Meeting of April 2, 2019.
- B. CONSIDERATION OF approval of a grant application with Salt River Pima-Maricopa Indian Community for tourism-related efforts.
- C. CONSIDERATION OF approval of a grant application with Fort McDowell Yavapai Nation for tourism-related efforts.
- D. CONSIDERATION OF approval of a grant application with the Arizona Office of Tourism for tourism-related efforts.
- E. CONSIDERATION OF approving a Special Event Liquor License Application submitted by the Fountain Hills VFW Post 7507 (George Bernert), for the chamber of Commerce Gala event to be held in the Grand Ballroom of the Fountain Hills Community Center, 13001 N. La Montana Drive, Fountain Hills, Arizona from 4:30 p.m. to 11:00 p.m. on Friday, April 26, 2019.

Councilmember Magazine **MOVED** to approve Consent Agenda Items 7-A through 7-E; **SECONDED** by Councilmember Brown; passed unanimously.

8. REGULAR AGENDA

- A. PUBLIC HEARING AND CONSIDERATION OF request by an applicant for Off-Track Pari-Mutuel Wagering as a permitted use at Parkview TapHouse Bar and Grill.

Mayor Dickey opened the Public Hearing. Mr. Miller said that this was a request from Arizona Downs to allow for off-track pari-mutuel wagering at the Parkview TapHouse Bar and Grill. He said that the place has been there for many years, but it is now under new management. He said that the process is similar to liquor licenses; the Council takes public testimony and formulates a recommendation to approve or deny, which then goes to the Arizona Racing Commission.

He said that they found only one other such application to the Town that was many years ago. There is no process for these applications included in the Town Code. Since they are recipients of Prop. 202 funding, it was important that they notify both of the neighboring tribes. He said that they heard back from the Salt River Pima-Maricopa Indian Community that they were neutral. Mayor Dickey said that the President of Fort McDowell did say they were looking into it.

Mr. Joe Jackson said that Arizona Downs purchased what used to be Yavapai Downs in Prescott Valley in January 2018. They have undergone extensive remodeling of the facility to provide for live racing and they will open on May 24, 2019, after being closed since 2010.

He said that they have discovered through the process that the way they fund their purses for the riders is through the off-site wagering. When they open it will allow horse racing to stay year-round in Arizona. In the last several years, Turf Paradise has operated September through May. With them opening up it will allow them to run May through September. This is a shot in the arm for the entire industry, from breeders, vets, etc. He said that Arizona used to be one of the top states for breeding.

He said that the purses depend on the off-track betting from facilities set up throughout the state. What they get from that is split 50/50 with the horsemen to go to their purses. Their 50% covers the cost to operate. He said that they do not make a lot of money off the regular Off-Track Betting, but it is a mechanism to raise purses so they can provide live racing.

Mr. Jackson said that it is strictly horse racing. They have one simulcast room at the race track itself, and then they have three other locations—one in Phoenix, one in Flagstaff and one in Lake Havasu City, and they are currently opening one in Pinetop.

He said that they were approached by the Italian American Club and just finished their second week. It is a private club and for members only. He said that they work hand in hand with the restaurant/bar to get them opened and going.

Councilmember Brown said that his wife was a general manager of an Off-Track Betting facility in Denver. It was a very successful sports bar, but when they came

in the patrons would come in and get a cup of coffee, saving their money for betting. He would hate to see that happen to a good restaurant.

Mr. Jackson said that is a comment that comes up all the time. Sports bars are better places than a formal restaurant. He has a good friend that runs an OTB in northwest Phoenix, one of the more successful ones in the Valley, and he does \$400,000 in handling. That is the motivation behind the bar owners, to get people in to sell them drinks and food.

Councilmember Scharnow said that he and he wife went to Tavern Grill on Via Linda and there was a booth there. He did not even know it was there. He said that the place was packed, and not just for betting.

At the risk of being a politician, he asked if the Town would see any revenue if they approved it, or if it all goes to the establishment and the state. Mr. Jackson said that there are taxes paid for the revenue through sales tax, so the Town would see that revenue.

Milton Galbaldon, owner of TapHouse, said that he was learning about this just as much as the Council. He opened in October of last year and it is flourishing. He has talked with a lot of his customers asking if it would affect the business and they all said it would not hurt them one way or another. He said that he is investing \$15,000 in providing ice cream. He said that even if the Council approves this today, he still has more research to do.

Councilmember Magazine asked why it was coming before Council if the owner was still having reservations. Mr. Miller said that he was led to believe that the applicant and restaurant were on board.

Councilmember Magazine **MOVED** to table the item; motion died for lack of a second.

Vice Mayor Tolis said that he appreciates the owner's efforts to look outside the box for ways to increase his revenues. This is a venture in Arizona that is looking to expand and grow. Other communities have already been approved. He asked Mr. Jackson if they would be talking to other businesses if this one did not come to fruition. Mr. Jackson said that they have only talked with TapHouse. He is hoping they do not have to look for a different place. If they got this one, it would not make sense to open another. It is expensive to open with the cost of equipment, etc.

Mayor Dickey closed the Public Hearing.

Vice Mayor Tolis **MOVED** to approve Off-Track Pari-Mutuel Wagering as a permitted use at Parkview TapHouse Bar and Grill; **SECONDED** by Councilmember Scharnow; passed unanimously.

B. CONSIDERATION OF a new trail proposal on the south leg of the Fountain Hills Preserve.

Mr. Bill Myers said that he was on the McDowell Mountain Preservation Commission and also the Sonoran Conservancy of Fountain Hills. He was there

to introduce Bill Craig who has experience with trail design, building and maintenance. He has a design for the new south leg. He designed the lower Sonoran Trail and also part of the Andrews Kinsey Trail. He has taken seminars and courses, and is an expert at designing and creating trails, and he is very safety conscious. He said that last week the MMPC voted to support the new trail 100%.

Mr. Craig said that he was one of the happy hundreds of volunteers in Fountain Hills. One of his duties on the Board of the Conservancy is the duty of designing, building and maintaining the trails. He said that this proposed trail has been approved by the McDowell Mountain Preservation Commission and the Town.

He said that in the late 1990's the Town formed a group headed by Paul Nordin that looked out to the west and saw the McDowell Mountains, and decided it would be better to preserve it instead of having it developed. They worked over a number of years to purchase the land and they worked to obtain development fees to set money aside for the trailhead which has been a long time in coming.

He said that they feel there are a lot of benefits, not only with recreational facilities, but trails, including health, physical and mental, and economic benefits of bringing in day trippers, overnight, snowbirds that purchase homes and spend money here. There have been many studies that found that the closer a property is to recreational facilities, the higher the value.

Mr. Craig said that the National Homebuilders Association did a survey of amenities that home purchasers look for and the amenity that was mentioned second was trails. The trailblazers required a few hundred dollars for tools and signs, but they estimate that this year they produced over 800 hours of service.

He then showed a few slides of the new proposed trail. He said that one of questions being asked is why they need another trail. He said that this is their Town, their land, and the area along that ridge that the trail will be on is a beautiful area to hike and there are wonderful views at the end.

Councilmember Magazine said that he thought that what he and the trailblazers do is extraordinary and he wanted to express his thanks.

Bill Hinz, owner of Copperwynd, voiced support for the trail. He said that they are spending a lot of money to bring people here and within their branding, the DNA of their resort is the fact that they are focused on getting people out in the Sonoran Desert.

Sarah Nolan provided written support for the trail.

Edith Burns said that she lives right next to the Overlook Trail and they are supposed to be hiking from dawn to dusk, but they have people with baby buggies going up and down the trails in the middle of the night. She asked if there would be any way to monitor the trail use. Mr. Arnson said that he and the Town Manager will look into that concern further.

Councilmember Magazine **MOVED** to approve the new trail proposal on the south leg of the Fountain Hills Preserve, **SECONDED** by Councilmember Leckrone; passed unanimously.

- C. CONSIDERATION OF approving the Third Amendment to Cooperative Purchase Agreement C2017-045 between M.R. Tanner Development and Construction, Inc. and the Town of Fountain Hills for asphalt replacement and miscellaneous work in an amount not to exceed \$3,500,000.

Mr. Miller explained that back on March 19, they had an item on the agenda for consideration of a contract with M.R. Tanner. Due to concerns that he and the Council had, the item was pulled and is now being brought back for further consideration.

Public Works Director Justin Weldy said that he had asked the Finance Director what the fund balance was and had been told approximately \$2 million, but later it went to \$5 million, when in reality it was only \$2 million.

He said that there was an actual budget sheet that shows that number, but based on concerns that the Vice Mayor and Councilmember Brown had, they went through and met with the Finance Director. They confirmed the number and found that they have always carried a balance of \$595,000 to \$3 million. He apologized for the numbers and will do a better job in the future to prevent this from happening. He said that tonight is the third amendment and what they are proposing, based on their available budget for FY18-19, to accomplish a majority of the items to be shown in the presentation.

WHERE DOES THE MONEY COME FROM Fund Balance

He said that they are proposing to do approximately \$3.5 million of work. They have done their homework up front and have identified utility companies and contacted them to make sure changes are not being required unnecessarily.

FISCAL YEAR 18-19 PROPOSED BUDGET \$3.5M

Mr. Weldy said that this is through a cooperative purchasing agreement, which is often used between municipalities. The one difference is that although they are using the City of Chandler's agreement, their dollar amount is considerably more than Fountain Hill's. He said that through negotiations with M.R. Tanner, they have agreed to extend those rates and he will review some of the cost comparisons.

BENEFITS

He then reviewed the bid tabulation, showing that they entered into an agreement with the lowest bidder. Chandler's rate was \$1.10 while Fountain Hills' was \$1.15, but that is because the Town does not have the ability to store the materials nor do they have a use. Additionally, the Town's disposal site is 1.5 to 2 hours to haul down the Beeline into Mesa at Alma School and the 202.

WHAT OTHER CPAS...

PAVEMENT MANGEMENT PROGRAM

Mr. Weldy said that staff will be back early after the summer break to review the Pavement Management Program. He said that they are looking to use the funds they have based on data collected to save the roads they can save right now. There are several roads that cannot be saved at this time. Staff will bring that back to Council in the future for discussion on how to address it.

Mr. Miller said that they will be back in September to ask for Council's input on what PCI they want to have on the Town's roads.

Councilmember Magazine asked if this would be on the local streets. Mr. Weldy said that the mill and overlay are mostly on the collectors and locals, but the percentage of movements upwards will be very minimal. He said that their arterials have a good PCI at this time; they need to make sure they maintain that level in the future.

Mr. Weldy said that they are now asking for Council's approval to move forward with this portion of the program. They would like to start and finish in May.

Vice Mayor Tolis said that in the last three years he has heard a lot of presentations and prior to Mr. Weldy taking this position, he heard about zone coverage. He said that in 2016 he asked for the records and what maintenance had been done and was told there were no records.

He said that in looking at the map it looks very scattered. He said that they are moving away from zones and into identifying particular streets. He said that the downtown is the heart of the Town and it should be perfect. He said that when he drives down Palisades from Saguaro, it is a mess. Parkview is in very poor shape and he wanted Mr. Weldy's opinion on those streets. He asked him why they would not do everything they can for the downtown.

Mr. Weldy said that to his knowledge the former Public Works Director did provide the information that was requested. He said that there is a folder that staff has; they will provide that. The record keeping prior to that does have some challenges. He said that the entire community is important in regard to pavement management, the downtown area included. They are challenged by limited funding. He said that they are using the limited funding they have to save the streets they can save.

Mr. Weldy said that the zone program was on a seven year rotation, but they now know that it did not work because they were not getting to the streets that needed work. He said that he does understand that the downtown core and the Shea corridor are important areas, but the entire community is important and it all deserves improvement.

Vice Mayor Tolis said that the entire community is important, but when they have businesses and people coming here to invest, they want to make sure that the downtown is pristine.

Councilmember Magazine said that he agreed that the downtown is important, but he would guess that 95% of their citizens do not live in the downtown. He said that they have to be careful about how they allocate their resources. He said that the downtown is not in bad shape; there are streets throughout town that are in worse shape. He would rather put money on local streets than the downtown.

Brief discussion was held on the sealing of Saguaro and Shea. Mr. Weldy said that they will most likely do those next year. They will do a visual inspection and determine the PCI. Right now, they intend to bring that forward for the next budget.

Mr. Miller said that the list they reviewed was the Capital Facilities Replacement Fund. They did a study and the total was about \$18 million. A lot of the items mentioned have been deferred or pushed back. To properly fund the items in that listing was about \$1 million a year. They will probably need to jumpstart it with a few million dollars.

Councilmember Spelich said that the \$2 million different was a big deal. He said that by moving the work to multiple zones from the zone process, they are not neglecting one area over the other. He asked when staff foresaw the Pavement Management Plan moving forward.

Mr. Weldy said that based on the information collected, the data, and their history, they need a comprehensive Pavement Management and Maintenance Plan. They will bring it back and present it to the Council for approval, changes, etc. and once the Council decides on the PCI preference, staff will determine the budget needed to complete that level.

Mr. Weldy said that it is critical that they follow the plan as it will build trust and that trust will be needed when they ask for support through a bond issue for the larger projects in the future.

Councilmember Brown said that they have been talking about a new pavement plan for ten years. He said that it is not just the pavement plan, it is a lot of plans in Fountain Hills that need to be put to bed. The Pavement Management Plan needs to be brought together and lived with.

Mr. Miller said that IMS has helped staff identify their needs, but one of the things missing is they need from the Council what they believe the PCI should be. Then they will work with IMS to determine a plan and associated costs. He said that this is a policy decision. They will then need to look at a possible bond question in 2020.

Councilmember Leckrone asked, based on Councilmember Brown's comments, if they are putting the cart before the horse. Mr. Miller said that last year they did not undertake any pavement management. The fund balance they have will be able to get going on the maintenance. The longer they wait the longer it will cost them. He said that this is near-term, but they are going to put together mid-term and longer-term.

Councilmember Leckrone asked if the streets identified were identified because if they do not act, they will be on the list of streets that cannot be saved. Mr. Weldy

said that was correct. He said that those streets can be saved if they apply treatment right now.

Mr. Weldy briefly reviewed the various types of improvements. He said that the zone approach that was adopted identified seven zones in Town and applied a treatment to those zones. For any particular zone, if they ran out of funding, they did not come back to it for seven years.

The triage approach stops the bleeding. They have a few small wounds and they patch those up. It provides an opportunity to save a limb. For the ones beyond that cannot be fixed, they cannot focus this limited funding at this time.

Vice Mayor Tolis said that he agreed with Councilmember Brown; he has heard this over and over again. It is groundhog day in Fountain Hills; they continue to talk about the same issues without any true resolution. He said that the problem is with turnover; they have different councils with different thoughts and opinions. His policy is that he wants the downtown to be pristine.

Councilmember Scharnow said that in light of this discussion, he read the pavement report and he did see a sense of urgency. He remembered when they were still doing zones and moved into the Four Peaks area they ran into issues.

Mr. Weldy said that the challenge back then was the base and areas of clay. Based on their knowledge they do not anticipate encountering any of those types of situations.

Mr. Weldy said that the Town pays IMS to host the software. Whenever staff reaches out they ask them to provide a segment and project based on the funding available. They are conservative in the mapping. The challenge is staying within the limits. They do not have the staffing to host the software and provide that information.

Mayor Dickey said that everyone knows this discussion is driven on cost. She agreed that none of the councils have had the technical expertise, but they thought they had a plan with the zones. It does not seem like groundhog day to her. They have learned things along the way. Now they have this data driven information from IMS. She said that the bond money is different than what they are talking about here.

Councilmember Brown **MOVED** to approve the Third Amendment to Cooperative Purchase Agreement C2017-045 between M.R. Tanner Development and Construction, Inc. and the Town of Fountain Hills for asphalt replacement and miscellaneous work in an amount not to exceed \$3,500,000; **SECONDED** by Councilmember Scharnow; passed 6-1 with Vice Mayor Tolis casting the dissenting vote.

- D. CONSIDERATION OF approving the Fourth Amendment to Cooperative Purchasing Agreement C2017-079 with Utility Construction, Inc. in the amount of \$100,000.00 for additional lighting upgrades, maintenance and new construction town-wide, as necessary.

Mr. Weldy said that the amendment before Council is for a contract that they have been using for several years. There was a separate contract that came before Council recently that involved a variety of departments, and that was approved. This contract has one project identified and that is to make the changes to the traffic signals on Shea for Fountain Hills Blvd. and Palisades, at an estimated cost of \$40,000. The remaining amount is available for any department for any changes but it will not be spent if not needed.

Mr. Miller clarified that if other departments used any of this, it would be charged to them. Mayor Dickey asked if the remaining \$60,000 could be used for stop sign lighting. Mr. Weldy said that he would need to look at the underlying contract; he was not able to answer that tonight.

Mayor Dickey clarified that approving the contract does not mean they are going to spend it. She said that if they approve something and do not spend it, it would appear as a fund balance. Mr. Weldy said that in regard to the street fund balance, the monies not spent in the 18-19 budget will not be available in the future; at the close of this year the budget would have already been open for next year.

Vice Mayor Tolis said that if they do not approve this, there is already budgeted funds in the maintenance budget to deal with upgrades, etc. Mr. Weldy said that they do have a limit of funding. They have to have a contract; they currently do not have another traffic signal contractor under contract.

Mr. Weldy said that they are not asking for a budget increase or transfer. The contract is with Utility Construction and the current contract expired. He said that this is a renewal. Mr. Miller said that he had read through the agenda action form and did not understand that. He said that they would work on being more cautious in their forms in the future.

Councilmember Leckrone **MOVED** to approve the Fourth Amendment to Cooperative Purchasing Agreement C2017-079 with Utility Construction, Inc. in the amount of \$100,000.00 for additional lighting upgrades, maintenance and new construction town-wide, as necessary; **SECONDED** by Councilmember Spelich; passed unanimously.

- E. DISCUSSION WITH POSSIBLE DIRECTION relating to any item included in the League of Arizona Cities and Towns' weekly Legislative Bulletin(s) or relating to any action proposed or pending before the State Legislature.

Mayor Dickey said that of the bills the Town liked, some have stalled and others are going to the Governor.

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:

Vice Mayor Tolis said that they have a problem in the community with a lack of leadership in moving forward. He said that the Chamber's CEO and three board members have resigned. He asked that they invite the business leaders to help the Council understand what they can be doing to help them to be successful. He said that they need to be reaching out to the business owners in the community. He said that if they do not start to create a buzz in Fountain Hills, he is worried about the future of the community.

10. ADJOURNMENT.

Councilmember Magazine **MOVED** to adjourn; **SECONDED** by Councilmember Brown; passed unanimously. The Regular Meeting of the Fountain Hills Town Council held April 16, 2019, adjourned at 8:01 p.m.

TOWN OF FOUNTAIN HILLS

Ginny Dickey, Mayor

ATTEST AND PREPARED BY:

Elizabeth A. Burke, Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Session held by the Town Council of Fountain Hills in the Town Hall Council Chambers on the 16th day of April, 2019. I further certify that the meeting was duly called and that a quorum was present.

DATED this 7th day of May, 2019.

Elizabeth A. Burke, Town Clerk

NOTE: For further details on the discussion of a particular agenda item, please visit <http://www.fh.az.gov/agendacenter> to view a video of the entire Council Meeting.

**TOWN OF FOUNTAIN HILLS
MINUTES OF THE SPECIAL MEETING OF THE
FOUNTAIN HILLS TOWN COUNCIL
APRIL 18, 2019**

1. CALL TO ORDER – Mayor Ginny Dickey

Mayor Dickey called the Special Meeting of April 18, 2019, to order at 5:00 p.m.

2. ROLL CALL – Mayor Ginny Dickey

COUNCILMEMBERS PRESENT: Mayor Ginny Dickey; Vice Mayor Art Tolis; Councilmembers Mike Scharnow, Dennis Brown, Alan Magazine, Sherry Leckrone and David Spelich.

COUNCILMEMBERS ABSENT: None.

STAFF PRESENT: Town Manager Grady Miller, Town Attorney Aaron D. Arnson, Finance Director Craig Rudolph, Public Works Director Justin Weldy (arrived at 5:17 p.m.), and Town Clerk Elizabeth A. Burke.

3. VOTE TO GO INTO EXECUTIVE SESSION

Councilmember Magazine **MOVED** to recess into Executive Session; **SECONDED** by Councilmember Leckrone; passed unanimously. The Fountain Hills Town Council recessed into Executive Session at 5:00 p.m.

4. EXECUTIVE SESSION:

- A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. §38 431.03(A)(3).
 - i. Primary Property Tax Issues
 - ii. Revenue Generation from Vacant Building Tax
 - iii. Revenue Generation from Seasonal Residence Tax
 - iv. Deed or Other Restrictions of Shea Property Located Near Saguaro and Technology (Tract A, Four Peaks Plaza)
 - v. Fire Station #2

5. ADJOURNMENT

The Fountain Hills Town Council reconvened into Open Session at 5:44 p.m., at which time the Special Meeting of April 18, 2019, adjourned.

TOWN OF FOUNTAIN HILLS

Ginny Dickey, Mayor

ATTEST AND PREPARED BY:

Elizabeth A. Burke, Town Clerk



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 5/7/2019
Agenda Type: Consent

Meeting Type: Regular Session
Submitting Department: Administration

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

REQUEST TO COUNCIL (Agenda Language) PUBLIC HEARING and consideration of approving a Liquor License Application submitted by Casey Patrick Grogan, owner of Casey P Grogan LLC DBA Fireside Grill, located at 12800 N Saguaro Boulevard, Fountain Hills, AZ. This is for a series 12 (Restaurant) license.

Applicant: Casey Patrick Grogan - Owner

Applicant Contact Information: 602-386-6863

Owner: Casey Patrick Grogan - Owner

Owner Contact Information: 602-386-6863

Property Location: 12800 N Saguaro Boulevard, Fountain Hills, AZ 85268

Related Ordinance, Policy or Guiding Principle: A.R.S. §4-201; 4-202; 4-203 & 4-205 and R19-1-102 and R19-1-311.

Staff Summary (background): The purpose of this item is to obtain Council's recommendation regarding a liquor license application submitted by Casey Patrick Grogan, owner of Casey P Grogan DBA Fireside Grill for submission to the Arizona Department of Liquor. The application was reviewed by staff for compliance with Town ordinances. Staff recommends approval of this liquor license application as submitted.

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

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

Budget Reference (page number): N/A

Funding Source: NA

If Multiple Funds utilized, list here: N/A

Budgeted; if No, attach Budget Adjustment Form: NA

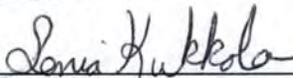
Recommendation(s) by Board(s) or Commission(s): N/A

Staff Recommendation(s): Approve

List Attachment(s): Front page of the application and staff's recommendation

SUGGESTED MOTION (for Council use): Move to approve Liquor License Application.

Prepared by:


Sonia Kukkola, Financial Services Technician 4/17/2019

Approved:


Grady E. Miller, Town Manager 4/17/2019

Director's Approval:


Craig Rudolphy, Finance Director 4/17/2019

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

TO: <i>(as applicable)</i> <ul style="list-style-type: none"> • Streets Division • Fire Department • Building Division • Community Services • Development Services • Law Enforcement • Licensing 	DATE: 4/2/19
FR: Sonia Kukkola, Financial Services Technician	RE: Liquor License Application

Attached is a Liquor License Application for staff review.

Review the application, then mark or 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: Casey P Grogan LLC DBA Fireside Grill, 12800 N Saguaro Boulevard, Fountain Hills AZ 85268

Applicant: Casey Patrick Grogan

Date(s) of Event: N/A

Date Application Received: 04/01/19

Town Council Agenda Date: 5/7/19

STAFF REVIEW AND RECOMMENDATION:

Department/Division	Staff Member	Approved	Denied	N/A
P & Z	Marissa Moore	X		
Community Services	Rachel Goodwin	X		
Peter Johnson	Building Safety	X		
Fire Department	Jason Payne	X		
Law Enforcement	Larry Kratzer	X		
Licensing	Sonia Kukkola	X		
Street Department	Jeff Pierce	X		

Attach report for denial or any recommendation requiring stipulations.

**State of Arizona
Department of Liquor Licenses and Control**

Created 03/28/2019 @ 10:42:16 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	FIRESIDE GRILL		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	12800 N SAGUARO BOULEVARD FOUNTAIN HILLS, AZ 85268 USA		
Mailing Address:	12800 N SAGUARO BOULEVARD FOUNTAIN HILLS, AZ 85268 USA		
Phone:	(480)916-9047		
Alt. Phone:	(602)386-6863		
Email:	AMYNATIONS@AZLIC.COM		

AGENT

Name:	CASEY PATRICK GROGAN
Gender:	Male
Correspondence Address:	12800 N SAGUARO BOULEVARD FOUNTAIN HILLS, AZ 85268 USA
Phone:	(602)386-6863
Alt. Phone:	
Email:	AMYNATIONS@AZLIC.COM

OWNER

Name:	CASEY P GROGAN LLC	
Contact Name:	CASEY PATRICK GROGAN	
Type:	LIMITED LIABILITY COMPANY	
AZ CC File Number:	L22454158	State of Incorporation: AZ
Incorporation Date:	12/28/2017	
Correspondence Address:	12800 N SAGUARO BOULEVARD FOUNTAIN HILLS, AZ 85268 USA	
Phone:	(602)386-6863	
Alt. Phone:		
Email:	AMYNATION@AZLIC.COM	

Officers / Stockholders

Name:	Title:	% Interest:
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NICOLE DEVON OLMSTEAD
CASEY PATRICK GROGAN

MEMBER
MEMBER

50.00
50.00

CASEY P GROGAN LLC - MEMBER

Name: CASEY PATRICK GROGAN
Gender: Male
Correspondence Address: 12800 N SAGUARO BOULEVARD
FOUNTAIN HILLS, AZ 85268
USA
Phone: (602)386-6863
Alt. Phone:
Email: AMYNATIONS@AZLIC.COM

CASEY P GROGAN LLC - MEMBER

Name: NICOLE DEVON OLMSTEAD
Gender: Female
Correspondence Address: 12800 N SAGUARO BOULEVARD
FOUNTAIN HILLS, AZ 85268
USA
Phone: (915)227-7405
Alt. Phone:
Email: NICOLE_DEVON@HOTMAIL.COM

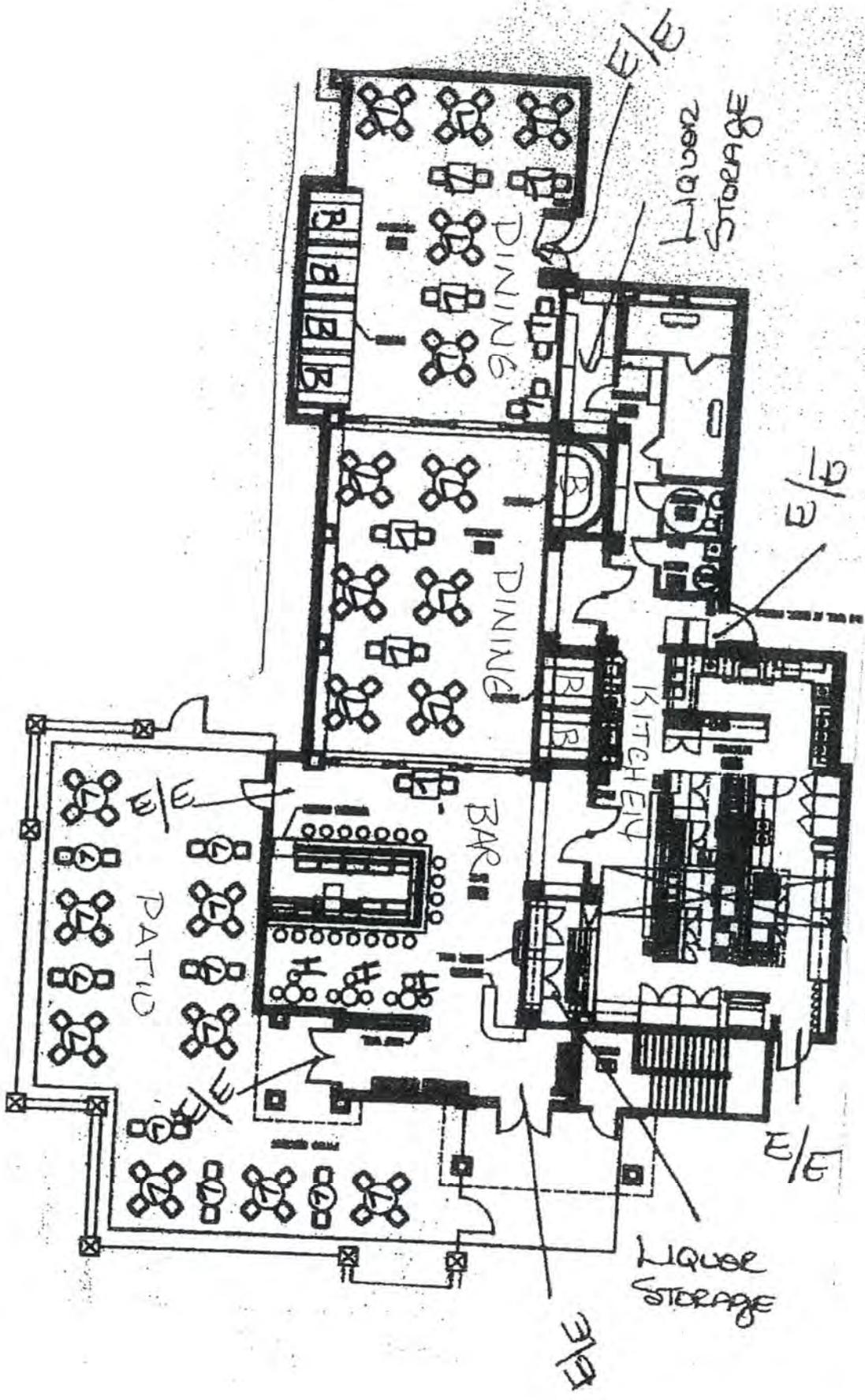
APPLICATION INFORMATION

Application Number: 58123
Application Type: New Application
Created Date: 03/28/2019

QUESTIONS & ANSWERS

012 Restaurant

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
No
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type LEASE is required.
- 6) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
TERMINATION
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 8) Are you the owner?
No
- 9) Are you a purchaser?
No
- 10) Are you a management company?
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
\$30,000.00 FRANK ROCKWELL 34218 N BARBARA DR SAN TAN VALLEY AZ 85142
- 13) Have you provided a diagram of your premises?
Yes
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
CONTIGUOUS
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 17) Have you provided a Restaurant Operation Plan form?
Yes
- 18) Have you provided a Records Required for Audit form?
Yes





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

DLLC USE ONLY
 Job #: 58123

RESTAURANT OPERATION PLAN

1. Name of restaurant (Please print): Fireside Grill

2. List equipment below by Make, Model, and Capacity : (PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)

Grill	US Range 48" Grill PS-48G-28
Oven	Garland Double Oven MCO-GS-205
Freezer	Victory 8' X 9'
Refrigerator	Victory 8' X 17'
Sink	Advance 7-PS-60
Dish Washing Facilities	ADS 44" Upright - ADC 44
Food Preparation Counter (Dimensions)	Advance 96" Stainless Steel TKSS-308
Other	Frymaster Fryer Battery System MS-45SC/FP04

3. Attach a copy of your full menu including prices (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

4. List the seating capacity for:

- a. Restaurant dining area of your premises: [160]
 (Do not include patio seating)
- b. Bar area of your premises: [+ 20]
- c. Total dining and bar seating capacity of your premises: [= 180]

5. What Type of dinnerware and utensils are utilized within your restaurant?

- Reusable Disposable Both

6. Does your restaurant have a bar area that is distinct and separate from the dining area? YES No
 (If yes, what percentage of the public floor space does this area cover?) _____ %

7. What percentage of your public premises is used primarily for restaurant dining?
 (Do not include kitchen, bar, hi-top tables, or game area.) 70 %

8. Does your restaurant contain any games, televisions, or any other entertainment? YES No
 (If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

6-TELEVISIONS

9. Do you have live entertainment or dancing? YES No
 (If yes, what type and how often 8.5
 example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	6
Bartenders	3
Hostesses	1
Managers	1
Servers	12
Other (DISHWASHERS)	3
Other ()	
Other ()	

I, CASEY PATRICK GROGAN, hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.

X _____
 (Signature of APPLICANT)

NOTARY

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 26TH day of FEBRUARY 2019
Day Month Year

My Commission Expires DATE

OFFICIAL SEAL
 AMY NATIONS
 Notary Public - Arizona
 MARICOPA COUNTY
 My Commission Expires
 JULY 25, 2019

[Signature]
 Signature of Notary Public

Appetizers

Chicken Tenders

Hand breaded to order chicken tenderloins served with choice of dressing and fries 9.99

Buffalo Wings

1 pound fried wings tossed in your choice of sauce served with celery and ranch or blue cheese dressing 10.99

Wing Sauce Choices:

Mild, Medium, Hot, BBQ, Honey BBQ, Teriyaki, Parmesan Garlic, Cajun Dry Rub, Sweet Chili

Fried Mushrooms

Mushrooms hand battered to order and fried to perfection served with horseradish sauce 7.99

Potato Skins

Our house made jumbo potato skins filled with mixed cheese & bacon, topped with chives and sour cream 9.99

Bruschetta

Chopped tomatoes, red onions, garlic, basil and virgin olive oil served on top of sliced Crostini drizzled with balsamic reduction 9.99

Chips and Salsa

Our freshly made house salsa served with corn tortilla chips. 7.99

Quesadilla

14 inch flour tortilla stuffed with cheddar jack cheese and Pico de Gallo. 8.99
Add Chicken 3.00
Add Ground Beef 3.00

Fireside Onion Fries

A generous portion of fresh cut onion strips, hand breaded and fried to perfection served with house made ranch 6.99

Salads & Soups

Dressing Choices: Ranch, Fireside Ranch, Blue Cheese, Thousand Island, Balsamic, Italian, Honey Mustard, Caesar, French, Oil & Vinegar

* Salmon Salad

Honey-ginger glazed salmon filet on top of a bed of mixed greens, feta cheese, diced tomatoes, green onions, mandarin oranges, served with a balsamic vinaigrette dressing. Blackened available upon request 14.99

Chicken Caesar Salad

A choice of grilled, crispy or cajun chicken on top of a bed of Romaine lettuce, tossed with Caesar dressing, parmesan, and croutons 12.99

Cobb

Mixed greens topped with grilled chicken, hardboiled egg, avocado, cucumber, tomato, bacon and mixed cheese 11.99

Soup of the Day Bowl 5.99 Cup 3.99

Sandwiches

All sandwiches are served with French Fries and a pickle spear. Choose from white, wheat, rye bread or croissant
Add a signature side, cup of soup or side salad 1.99

B.L.T.T.A.

Turkey, sliced bacon, avocado, lettuce, tomatoes, and mayo served on a croissant 12.99

Club Sandwich

Smoked ham, turkey, lettuce, tomatoes, bacon, American cheese, grilled or chilled served on your choice of bread 10.99

Fireside Fish Sandwich

6 oz of prime cod, hand battered and fried golden brown, served with with tarter sauce on a country bun. 10.99
Add cheese for 1.00

Chicken Sandwich

Choose from a grilled or breaded chicken breast, topped with cheddar cheese, served on a grilled bun. 10.99

Pastrami Rueben

Lean pastrami, swiss cheese, sauerkraut, Thousand Island dressing, served on grilled marble rye 10.99

Burgers

All burgers served with french fries and pickle spear.
Add a signature side, cup of soup or side salad 1.99

* Classic Burger

1/2 pound beef patty, lettuce, tomato and red onion 9.99
Add cheese for 1.00
Add bacon for 1.49

* Patty Melt

1/2 pound beef patty on grilled rye bread, with Swiss cheese and grilled onions 11.99

* The Mushroom Swiss

1/2 pound beef patty, sautéed mushrooms in wine and garlic butter, topped with Swiss cheese, served on a grilled country bun 12.49

Entrees

Fireside Fish and Chip

Prime cod hand battered and served with fries, coleslaw, tartar sauce, and a dinner roll 14.99

Chicken Parmesan

Hand breaded chicken topped with marinara sauce and melted mozzarella, served with a side of spaghetti and garlic toast 14.99

Chicken Alfredo

Grilled chicken breast on top of fettuccine noodles with our house made Alfredo sauce, served with garlic toast 15.99

* Honey-Ginger Glazed Salmon

6 oz honey-ginger glazed grilled salmon, served with our roasted garlic mashed potatoes, and vegetable of the day 17.99

Grilled Chicken Breast

Two grilled chicken breasts served with your choice of two sides and a dinner roll 12.99

* New York Strip

Tender USDA Choice steak seasoned and served with your choice of two sides and a dinner roll 19.99
Add mushrooms and onions for 2.99

Beverages

2.49

COKE, DIET COKE, SPRITE, DR PEPPER, LEMONADE, ICE TEA, HOT TEA, COFFEE

JUICES (no refills)
SMALL 1.50 · TALL 2.99

(PINEAPPLE, ORANGE, CRANBERRY, GRAPEFRUIT, TOMATO, CLAMATO, APPLE)

Sides

2.99

House Made Coleslaw
French Fries
Vegetable Of The Day
House Made Garlic Mashed Potatoes

Desserts

Ice Cream Sundae 5.99
Apple or Cherry Crisp 5.99
Chocolate Chip Brownie Sundae 5.99

* Consuming raw or undercooked meats, seafood, shellfish or eggs may increase your risk of food borne illness



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

RECORDS REQUIRED FOR AUDIT
Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of **all** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
11. Tax Records
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
 - A. Copies of all reports required by the State and Federal Government
 - B. Employee Log (A.R.S. §4-119)
 - C. Employee time cards (actual document used to sign in and out each work day)
 - D. Payroll records for all employees showing hours worked each week and hourly wages

13. Off-site Catering Records (must be complete and separate from restaurant records)

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

**REVOCAION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH
A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

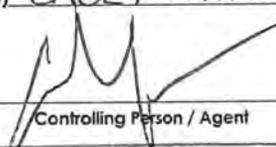
A.R.S. §4-205.02(G)

For the purpose of this section:

- 1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
- 2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

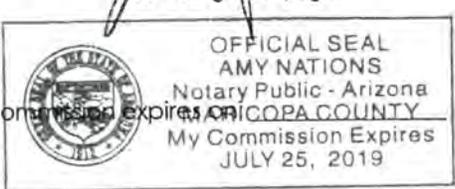
NOTARY

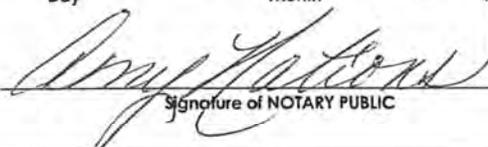
I, (Print Full Name) CASEY PATRICK GROGAN, have read and understand all aspects of this statement

X (Signature)  _____
Controlling Person / Agent

State of ARIZONA County of MARICOPA
the foregoing instrument was acknowledged before me this

26TH of FEBRUARY 2019
Day Month Year

 My commission expires on _____

 _____
Signature of NOTARY PUBLIC

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE



19 MAR 28 11:44 AM

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

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

804,710
[Signature]

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 58123

1. Check the Appropriate Box

Form with checkboxes for Controlling Person, Agent, and Premises Manager. Controlling Person and Agent are checked.

2. Name: Grogan Casey Patrick Birth Date: [Redacted]

3. Social Security #: 600-86-9145 Driver License #: [Redacted] State: AZ

4. Place of birth: Phoenix AZ USA Height: 5'5" Weight: 180 Eyes: Blue Hair: Brown

5. Name of current/most recent spouse: Birth Date: / /

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: [Redacted]

7. Daytime telephone number: 602-386-6863 E-mail address: diebierwinkel@gmail.com

8. Business Name: Casey P Grogan, LLC dba Fireside Grill Business Phone: 480/816/9047

9. Business Location Address: 12800 N Sagamore Blvd Fountain Hills AZ Maricopa 85268

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip). Rows include Project Engineer at Delta Diversified, Clerk at Jerry's Liquor Store, and General Manager at Flagstaff Butler Chevron LLC.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(L)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
06/2017	CURRENT	9005 W Elm St Unit 8, Phoenix, AZ 85037
05/2014	06/2017	1185 W University Ave #152 Flagstaff, AZ 86001
05/2013	05/2014	1080 W Kaibab Ln #72A Flagstaff, AZ 86001

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? Yes No
If you answered YES, then answer #13 below. If NO, skip to #14.
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? Yes No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

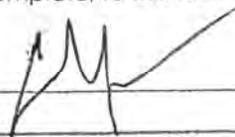
If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

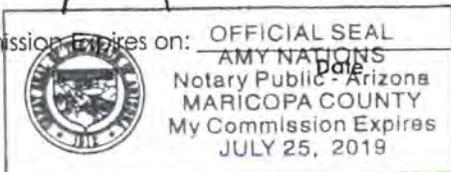
I (Print Full Name) CASEY PATRICK GROGAN hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____



State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this

My Commission Expires on: _____



26TH Day of FEBRUARY, 2019
Day Month Year

Amy Nations
Signature of Notary

The licensee has authorized the person named on this questionnaire to act as manager for the above license.

PRINT NAME: _____

SIGNATURE: _____



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

**ARIZONA STATEMENT OF CITIZENSHIP
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Casey Patrick Grogan

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? Yes No

If Yes, indicate place of birth:

City Phoenix State (or equivalent) Arizona Country or Territory United States

If you answered Yes, 1) Attach a legible copy of a document from the attached list.

2) Name of document: Arizona Drivers License
Go to Section IV.

If you answered No, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban/Haitian entrant.
- 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

- 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Casey Patrick Grogan
Individual Owner/Agent Printed Name

Individual Owner/Agent Signature

03/27/2019

Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

'19 MAR 28 Lic. Lic. AM1044

ARIZONA

Driver License

CASEY PATRICK GROGAN
3950 S YARDI APT 25
FLAGSTAFF AZ 86001

Class D Sex M
Eyes BLU Height 5-08
Hair BR Weight 150

[Signature]



[Handwritten signature]

Certificate # ALIC03052019

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

<input checked="" type="checkbox"/>	On-sale
<input type="checkbox"/>	Off-sale
<input checked="" type="checkbox"/>	On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

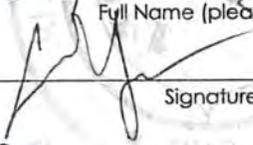
The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Casey Grogan

Full Name (please print)



Signature

3/05/2019

Training Completion Date

3/05/2022

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Arizona Liquor Industry Consultants

Company Name

P.O. Box 2502, Chandler AZ 85224-2502

Mailing Address

(480) 730-2675

Daytime Contact Phone Number

19 MAR 28 11:41 AM 1044

I, Kevin Grojean, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).



Instructor Signature

3 / 05 / 2019

Mo Day Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

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Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

Certificate # ALIC03052019

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

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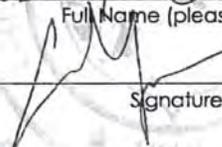
Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Casey Grogan

Full Name (please print)


Signature

03/05/2019

Training Completion Date

03/05/2022

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Arizona Liquor Industry Consultants

Company Name

P.O. Box 2502, Chandler AZ 85224-2502

Mailing Address

(480) 730-2675

Daytime Contact Phone Number

19 MAR 28 LPR, LIC, RM1044

I, Kevin Grojean, certify that the above named individual did successfully complete
Instructor Name (please print)

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Instructor Signature

03 / 05 / 2019

Mo Day Year

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

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

804,710

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

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Liquor License#: 58123

1. Check the Appropriate Box

Form with checkboxes: [x] Controlling Person, [] Agent, [] Premises Manager (complete all questions except #12)

2. Name: Olmstead Nicole Devon Birth Date [Redacted]

3. Social Security #: 642-07-9752 Driver License #: [Redacted] State: Arizona

4. Place of birth: Flagstaff Arizona USA Height: 5'9 Weight: 180 Eyes: Blue Hair: Red

5. Name of current/most recent spouse: Vivers Michael E. Birth Date: [Redacted]

6. Are you a bona fide resident of Arizona? [x] Yes [] No If yes, what is your date of residency: January 2005

7. Daytime telephone number: 915-227-7405 E-mail address: nicole_devon@hotmail.com

8. Business Name: Fireside Grill Business Phone: 480/ 816 /9047

9. Business Location Address: 12800 N. Saguaro Blvd Fountain Hills Arizona Maricopa 85268

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip). Rows include: 03/18 CURRENT Student Avalon Cosmetology 410 E. Bell Road Phoenix, Arizona 85022; 09/16 03/18 Sales AT&T 7530 W. Bell Road Glendale, Arizona 85308; 12/05 09/16 Manager Harkins Theater 7511 E. McDonald Drive Scottsdale, Arizona 85250

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(L)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
10/01	CURRENT	1153 W. Elm St Phoenix Az 85037

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? Yes No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

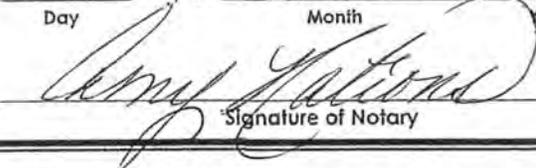
NOTARY

I (Print Full Name) NICOLE DEVON OLMSTEAD hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature:  State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 26TH Day of FEBRUARY, 2019

My Commission Expires on: AMY NATIONS Notary Public Arizona My Commission Expires JULY 25, 2019

 
Signature of Notary

The licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____

Certificate # ALIC03052019

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

<input checked="" type="checkbox"/>	On-sale
<input type="checkbox"/>	Off-sale
<input checked="" type="checkbox"/>	*On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Nichole Olmstead
Full Name (please print)

[Signature]
Signature

3/05/2019
Training Completion Date

3/05/2022
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Arizona Liquor Industry Consultants

Company Name

P.O. Box 2502, Chandler AZ 85224-2502

Mailing Address
(480) 730-2675

Daytime Contact Phone Number

19 MAR 28 19:15 PM 1044

I, Kevin Grojean, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

[Signature]
Instructor Signature

3 / 05 / 2019
Mo Day Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
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In-state Microbrewery (series 3)
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Certificate # ALIC03052019

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

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Student Information

Nichole Olmstead
Full Name (please print)


Signature

03/05/2019
Training Completion Date

03/05/2022
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Arizona Liquor Industry Consultants

Company Name

P.O. Box 2502, Chandler AZ 85224-2502

Mailing Address
(480) 730-2675

Daytime Contact Phone Number

19 MAR 28 10:19 AM 2019

I, Kevin Grojean, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).


Instructor Signature

03 / 05 / 2019
Mo Day Year

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TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 5/7/2019

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Community Services

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

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF approving a SPECIAL EVENT LIQUOR LICENSE APPLICATION submitted by Sandra McGee, representing the Fountain Hills Theater located at 11445 N. Saguario Boulevard, Fountain Hills, AZ for the purpose of a fundraiser to be held on October 18, 2019 from 3:00 PM to 12:00 AM.

Applicant: Sandra McGee

Applicant Contact Information: 480-290-3670

Owner: Same

Owner Contact Information: Same

Property Location: 11445 N, Saguario Boulevard, Fountain Hills, AZ 85268

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 Sandra McGee 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

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

Approved:


Grady E. Miller, Town Manager

4/29/2019

Prepared by:

Rachael Goodwin, Community Services Director 4/11/2019

Director's Approval:


Rachael Goodwin, Community Services Director 4/29/2019



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

Received Date:
Job #:
CSR:
License #:

APPLICATION FOR SPECIAL EVENT LICENSE
Fees: \$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.

SECTION 1 Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: MCGEE, SAUNDRA S.
2. Applicant's mailing address: E. ALTA LOMA FOUNTAIN HILLS AZ 85268
3. Applicant's home/cell phone: (480) 290-3670 Applicant's business phone: (480) 837-9661
4. Applicant's email address: SANDI@FHTAZ.ORG

SECTION 2 Name of Organization, Candidate or Political Party/Gov.: FOUNTAIN HILLS THEATER, INC.

SECTION 3 Non-Profit/IRS Tax Exempt Number: 74-2519451

SECTION 4 Event Location: FOUNTAIN HILLS THEATER, INC.

Event Address: 11445 N. SAGUARO BLVD. FOUNTAIN HILLS, AZ 85268

SECTION 5 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

Table with 4 columns: Date, Day of Week, Event Start Time AM/PM, License End Time AM/PM. Row 1: 10/18/2019, FRIDAY, 3 PM, 12 AM.

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

Number of Police 1 Number of Security Personnel Fencing Barriers

Explanation: SIGNAGE AND BARRIERS WILL BE USED TO CONTROL THE LIQUOR SERVICE AREA.

SECTION 7 Will this event be held on a currently licensed premise and within the already approved premises? Yes No
(If yes, Local Governing Body Signature not required)

Name of Business License Number Phone (Include Area Code)

SECTION 8 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation 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 USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

SECTION 9 What is the purpose of this event?

- On-site consumption
- Off-site (auction/wine/distilled spirits pull)
- Both

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 days have been issued to this organization during the calendar year? 5
(The number cannot exceed 10 days per year.)

3. Is the Organization using the services of a Licensed Contractor?
 Yes No If yes, please provide the following: Name of Licensed Contractor: _____

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?
 Yes No If yes, please provide the following: Name of Licensee _____ License #: _____

5. 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 INC. Percentage: 100%

Address 11445 N. SAGUARO BLVD. FOUNTAIN HILLS, AZ 85268

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 A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

SECTION 11 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. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

ATTACH DIAGRAM

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. 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.

I, (Print Full Name) SAUNDRA S. MCGEE, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: *SAUNDRA S. MCGEE*

LOCAL GOVERNING BOARD

Date Received: _____

I, _____ recommend APPROVAL DISAPPROVAL
 (Government Official) (Title)

On behalf of _____, _____, _____, _____
 (City, Town, County) Signature Date Phone

DLLC 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.

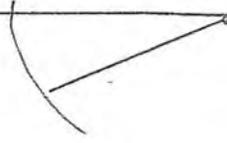
* entrance / exit

Special
Event



19'5"

Service
Bar



LOBBY

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24.5.11

1105U 1105U 1105U





TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 5/7/2019

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Community Services

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

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF approving a SPECIAL EVENT LIQUOR LICENSE APPLICATION submitted by Saundra McGee, representing the Fountain Hills Theater located at 11445 N. Saguaro Boulevard, Fountain Hills, AZ for the purpose of a fundraiser to be held on June 10, 2019 from 3:00 PM to 12:00 AM.

Applicant: Saundra McGee

Applicant Contact Information: 480-290-3670

Owner: Same

Owner Contact Information: Same

Property Location: 11445 N, Saguaro Boulevard, Fountain Hills, AZ 85268

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 Saundra McGee 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

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

Prepared by:

Rachael Goodwin, Community Services Director 4/11/2019

Director's Approval:

Rachael Goodwin, Community Services Director 4/29/2019

Approved:


Grady E. Miller, Town Manager 4/29/2019



04-04-19 09:22 RCVD
FOR DLLC USE ONLY

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

Received Date:
Job #:
CSR:
License #:

APPLICATION FOR SPECIAL EVENT LICENSE
 Fees: \$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.

SECTION 1 Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: MC GEE, SAUNDRA S. [REDACTED]
Last First Middle Date of Birth

2. Applicant's mailing address: [REDACTED] E. ALTA LOMA FOUNTAIN HILLS AZ 85268
Street City State Zip

3. Applicant's home/cell phone: (480) 290-3670 Applicant's business phone: (480) 837-9661
Street City State Zip

4. Applicant's email address: SANDI@FHTAZ.ORG

SECTION 2 Name of Organization, Candidate or Political Party/Gov.: FOUNTAIN HILLS THEATER, INC.

SECTION 3 Non-Profit/IRS Tax Exempt Number: 74-2519451

SECTION 4 Event Location: FOUNTAIN HILLS THEATER, INC.

Event Address: 11445 N. SAGUARO BLVD. FOUNTAIN HILLS, AZ 85268

SECTION 5 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>06/10/2019</u>	<u>Monday</u>	<u>3 PM</u>	<u>12 AM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

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

Number of Police 1 Number of Security Personnel Fencing Barriers

Explanation: SIGNAGE AND BARRIERS WILL BE USED TO CONTROL THE LIQUOR SERVICE AREA.

SECTION 7 Will this event be held on a currently licensed premise and within the already approved premises? Yes No
(If yes, Local Governing Body Signature not required)

Name of Business License Number Phone (Include Area Code)

SECTION 8 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- Place license in non-use
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(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

SECTION 9 What is the purpose of this event?

- On-site consumption
- Off-site (auction/wine/distilled spirits pull)
- Both

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 days have been issued to this organization during the calendar year? 5
(The number cannot exceed 10 days per year.)
3. Is the Organization using the services of a Licensed Contractor?
 Yes No If yes, please provide the following: Name of Licensed Contractor: _____
4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?
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Name FOUNTAIN HILLS THEATER INC. Percentage: 100%
Address 11445 N. SAGUARO BLVD. FOUNTAIN HILLS, AZ 85268
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 A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

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I, (Print Full Name) SAUNDRA S. MCGEE, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: *Sandra S. McGee*

LOCAL GOVERNING BOARD

Date Received: _____

I, _____ recommend APPROVAL DISAPPROVAL
 (Government Official) (Title)

On behalf of _____, _____, _____, _____
 (City, Town, County) Signature Date Phone

DLLC 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.

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F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.

* entrance / exit

Special
Grant



1151511

21011

LOBBY

Down
Kear

19'5"

1151511





TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 5/7/2019

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Community Services

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

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF approving a SPECIAL EVENT LIQUOR LICENSE APPLICATION submitted by Saundra McGee, representing the Fountain Hills Theater located at 11445 N. Saguaro Boulevard, Fountain Hills, AZ for the purpose of a fundraiser to be held on September 6, 2019 from 3:00 PM to 12:00 AM.

Applicant: Saundra McGee

Applicant Contact Information: 480-290-3670

Owner: Same

Owner Contact Information: Same

Property Location: 11445 N, Saguaro Boulevard, Fountain Hills, AZ 85268

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 Saundra McGee 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

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

Prepared by:

Rachael Goodwin, Community Services Director 4/11/2019

Director's Approval:

Rachael Goodwin, Community Services Director 4/29/2019

Approved:



Grady E. Miller, Town Manager

4/29/2019



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
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FOR DLLC USE ONLY
Received Date:
Job #:
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APPLICATION FOR SPECIAL EVENT LICENSE
Fees: \$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.
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SECTION 1 Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: MCGEE, SAUNDRA S.
2. Applicant's mailing address: E. ALTA LOMA FOUNTAIN HILLS AZ 85268
3. Applicant's home/cell phone: (480) 290-3670 Applicant's business phone: (480) 837-9661
4. Applicant's email address: SANDI@FHTAZ.ORG

SECTION 2 Name of Organization, Candidate or Political Party/Gov.: FOUNTAIN HILLS THEATER, INC.

SECTION 3 Non-Profit/IRS Tax Exempt Number: 74-2519451

SECTION 4 Event Location: FOUNTAIN HILLS THEATER, INC.
Event Address: 11445 N. SAGUARO BLVD. FOUNTAIN HILLS, AZ 85268

SECTION 5 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
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PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

Table with 4 columns: Date, Day of Week, Event Start Time AM/PM, License End Time AM/PM. Row 1: 09/06/2019, FRIDAY, 3 PM, 12 AM. Rows 2-10 are blank.

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

Number of Police 1 Number of Security Personnel Fencing Barriers

Explanation: SIGNAGE AND BARRIERS WILL BE USED TO CONTROL THE LIQUOR SERVICE AREA.

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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.)

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- Yes No If yes, please provide the following: Name of Licensed Contractor: _____

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Name FOUNTAIN HILLS THEATER INC. Percentage: 100%

Address 11445 N. SAGUARO BLVD. FOUNTAIN HILLS, AZ 85268

Name _____ Percentage: _____

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Street

City

State

Zip

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I, (Print Full Name) SAUNDRA S. MCGEE, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: *SAUNDRA S. MCGEE*

LOCAL GOVERNING BOARD

Date Received: _____
I, _____ (Government Official) _____ (Title) recommend APPROVAL DISAPPROVAL
On behalf of _____ (City, Town, County) _____ Signature _____ Date _____ Phone _____

DLLC 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

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F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.

* entrance / exit

Special
Event



1.5.148

21011

LOBBY

Down
Kor

19'5

11000 11000





TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 5/7/2019

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Community Services

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

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF approving a SPECIAL EVENT LIQUOR LICENSE APPLICATION submitted by Saundra McGee, representing the Fountain Hills Theater located at 11445 N. Saguaro Boulevard, Fountain Hills, AZ for the purpose of a fundraiser to be held on December 6, 2019 from 3:00 PM to 12:00 AM.

Applicant: Saundra McGee

Applicant Contact Information: 480-290-3670

Owner: Same

Owner Contact Information: Same

Property Location: 11445 N, Saguaro Boulevard, Fountain Hills, AZ 85268

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 Saundra McGee 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

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

Prepared by:

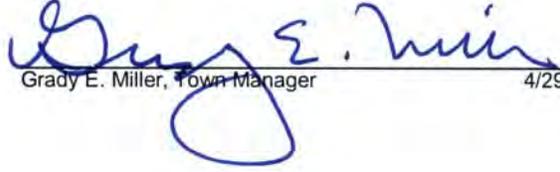
Rachael Goodwin, Community Services Director 4/11/2019

Director's Approval:



Rachael Goodwin, Community Services Director 4/29/2019

Approved:



Grady E. Miller, Town Manager 4/29/2019



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

Received Date:
Job #:
CSR:
License #:

APPLICATION FOR SPECIAL EVENT LICENSE
Fees: \$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.

SECTION 1 Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: MCGEE, SAUNDRA S.
2. Applicant's mailing address: E. ALTA LOMA FOUNTAIN HILLS AZ 85268
3. Applicant's home/cell phone: (480) 290-3670 Applicant's business phone: (480) 837-9661
4. Applicant's email address: SANDI@FHTAZ.ORG

SECTION 2 Name of Organization, Candidate or Political Party/Gov.: FOUNTAIN HILLS THEATER, INC.

SECTION 3 Non-Profit/IRS Tax Exempt Number: 74-2519451

SECTION 4 Event Location: FOUNTAIN HILLS THEATER, INC.
Event Address: 11445 N. SAGUARO BLVD. FOUNTAIN HILLS, AZ 85268

SECTION 5 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

Table with 4 columns: Date, Day of Week, Event Start Time AM/PM, License End Time AM/PM. Row 1: DAY 1: 12/06/2019, FRIDAY, 3 PM, 12 AM.

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

Number of Police 1 Number of Security Personnel Fencing Barriers

Explanation: SIGNAGE AND BARRIERS WILL BE USED TO CONTROL THE LIQUOR SERVICE AREA.

SECTION 7 Will this event be held on a currently licensed premise and within the already approved premises? Yes No
(If yes, Local Governing Body Signature not required)

Name of Business

License Number

Phone (Include Area Code)

SECTION 8 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation 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 USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

SECTION 9 What is the purpose of this event?

- On-site consumption Off-site (auction/wine/distilled spirits pull) Both

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 days have been issued to this organization during the calendar year? 5
(The number cannot exceed 10 days per year.)

3. Is the Organization using the services of a Licensed Contractor?

- Yes No If yes, please provide the following: Name of Licensed Contractor: _____

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?

- Yes No If yes, please provide the following: Name of Licensee _____ License #: _____

5. 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 INC. Percentage: 100%

Address 11445 N. SAGUARO BLVD. FOUNTAIN HILLS, AZ 85268

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 A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

SECTION 11 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. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

ATTACH DIAGRAM

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. 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.

I, (Print Full Name) SAUNDRA S. MCGEE, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.
Applicant Signature: *Sandra S. McGee*

LOCAL GOVERNING BOARD

Date Received: _____
I, _____ (Government Official) _____ (Title) recommend APPROVAL DISAPPROVAL
On behalf of _____ (City, Town, County) Signature _____ Date _____ Phone _____

DLLC 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.

115' 47"

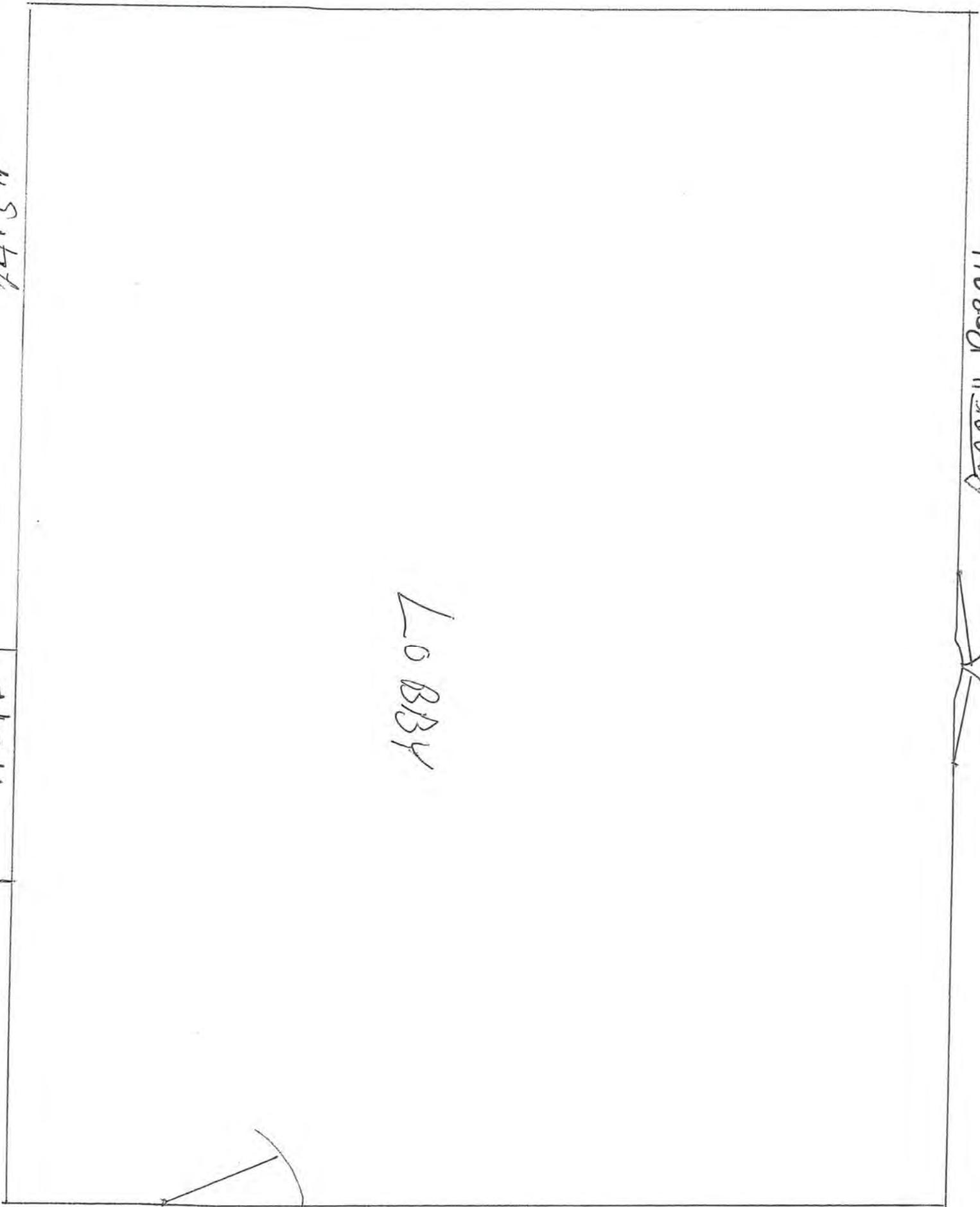
Hall

~~110' 00"~~ 110' 00"

LOBBY

Ben
Derwin

19' 5"





* entrance / exit

Secret
Entrance



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 3/19/2019

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Community Services

Staff Contact Information: Rachael Goodwin, Community Services Director, rgoodwin@fh.az.gov

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF approving an EXTENSION OF PREMISES APPLICATION submitted by Carolyn Redendo representing Sofritra's located at 16848 E. Avenue of the Fountains, Fountain Hills, AZ. who will be hosting a beer garden in conjunction with Latino Culture and Cancer Awareness Festival on June 1, 2019.

Applicant: Carolyn Redendo

Applicant Contact Information: (480) 816-5316, 16848 E. Avenue of the Fountains, Fountain Hills, AZ 85268

Owner: Same

Owner Contact Information: Same

Property Location: 16848 E. Avenue of the Fountains, Fountain Hills, AZ 85268

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 Extension of Premises liquor license application submitted by Carolyn Redendo representing Sofritra's for submission to the Arizona Department of Liquor. This extension of premises permit is being obtained for the purpose of holding a beer garden in conjunction with the Latino Culture and Cancer Awareness Festival. The application was reviewed by staff for compliance with Town ordinances and staff 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

SUGGESTED MOTION (for Council use): Move to approve the Extension of Premises permit.

Prepared by:

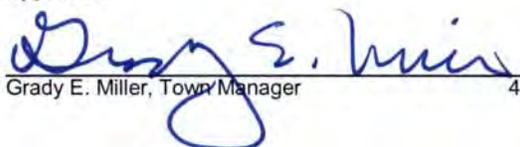
NA 12/18/2018

Director's Approval:



Rachael Goodwin, Community Services Director 4/29/2019

Approved:



Grady E. Miller, Town Manager 4/29/2019



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

DLLC USE ONLY

CSR:
Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR

Notice: Allow 30-45 days to process permanent change of premises

Permanent change of area of service. **A non-refundable \$50. Fee will apply.** Specific purpose for change:

For the Annual Latino Culture And Cancer Awareness Festival

Temporary change (**No Fee**) for date(s) of: 6/1/19 through 6/1/19 list specific purpose for change:

- Licensee's Name: Prederdo Carolyn License#: 20582509T
- Mailing address: 16848 E. Avenue of the Fountains Fountain Hills AZ 85268
Last Street City State Zip Code
- Business Name: Sofrita LLC
- Business Address: 16848 E. Avenue of the Fountains Fountain Hills AZ 85268
Street City State Zip Code
- Email Address: Carolyn@sofrita.com
- Business Phone Number: (480) 816-5316 Contact Phone Number: 602 705 4244

7. Is extension of premises/patio complete?
 N/A Yes No If no, what is your estimated completion date? / /

8. Do you understand Arizona Liquor Laws and Regulations?
 Yes No

9. Does this extension bring your premises within 300 feet of a church or school?
 Yes No

10. Have you received approved Liquor Law Training?
 Yes No

11. What security precautions will be taken to prevent liquor violations in the extended area? The Area will be fenced off. 2 Security personnel will be checking ID and Issue wrist bands.

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, **if the extended area is not outlined and marked "extension" we cannot accept the application.**

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

Approval Disapproval by **DLLC**: _____ Date: ____/____/____

Notary

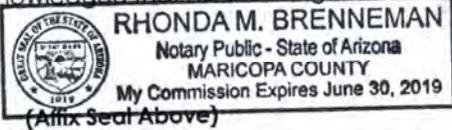
I, (Signature) Ricardo Brown, hereby declare that I am a **CONTROLLING PERSON/ AGENT** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

State of Arizona

County of Maricopa }

On this 8 Day of April, 2019 before me personally appeared Ricardo Brown
(Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



Rhonda M. Brenneman
Signature of NOTARY PUBLIC

GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

Approval Disapproval

Authorized Signature Title Agency Date

DLLC USE ONLY

Investigation Recommendation: Approval Disapproval by: _____ Date: ____/____/____

Director Signature required for Disapprovals: _____ Date: ____/____/____



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 5/7/2019

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Development Services

Staff Contact Information: Randy Harrel; Town Engineer; rharrel@fh.az.gov ; 480-816-5112
Marissa Moore; Senior Planner; mmoore@fh.az.gov ; 480-816-5139

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF Resolution 2019- 03, abandoning whatever right, title, or interest the Town has in the certain Hillside Protection Easement located at the rear of Diamante del Lago, Lot 23 (17234 E. Sunscape Drive), as recorded in Book 516, Page 17, records of Maricopa County, Arizona, with stipulation. (EA 2018-22)

Applicant: Judy & Loran Jacobs

Applicant Contact Information: 17234 E. Sunscape Drive; Fountain Hills, AZ 85268; Tele. 810-841-0904; E-mail: judjaco@aol.com

Owner: Jacobs Family Trust

Owner Contact Information: Same

Property Location: Same

Related Ordinance, Policy or Guiding Principle: N/A

Staff Summary (background): This item on the Town Council's agenda is a proposal to abandon the Hillside Protection Easement at the rear of the Diamante del Lago subdivision plat, Lot 23 (17234 E. Sunscape Drive).

The Hillside Protection Easement (HPE) on this lot was shown on the original subdivision plat for Diamante del Lago, which was platted in 1999.. The Town's Ordinances do not currently require hillside protection on such small residential lots (this lot is zoned R1-6A PUD); per the Town Council direction at their 2-7-19 Retreat, HPE Abandonment requests submitted prior to that Retreat, may be processed. ((Note: This HPE Abandonment was submitted on 12-3-2018.)

In addition to the adjacent neighbors (Staff's standard practice), the Diamante del Lago Homeowners' Association is receiving this Agenda Action Form, for their information. Per their property manager, we understand that the HOA is not opposed to this HPE abandonment.

The house on this lot was constructed during the initial subdivision development in 2001.

Since this abandonment does not involve a Public Utility Easement, the various utility companies have not been contracted regarding this abandonment.

Disturbance of this HPE area will affect less than 1% of the tributary area to the rear drainage channel, and so will create minimal change in its runoff characteristics. The existing Drainage Easement at the northerly side of this lot (which carries the street drainage off of Sunscape Drive) is not affected by abandonment of the HPE area.

The applicant should grant a Trail Easement for the existing Lake Overlook Trail segment that lies on both rear corners of this lot, but that has no existing recorded easement. (Note: Grant of this Trail Easement was also a stipulation of the Council-approved Public Access Easement abandonment on Diamante del Lago's streets (Res. 2017-2; EA 2017-03), as had been requested by the Diamante del Lago HOA. EA 2017-03 has not currently been recorded, pending fulfillment of

its stipulations.)

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

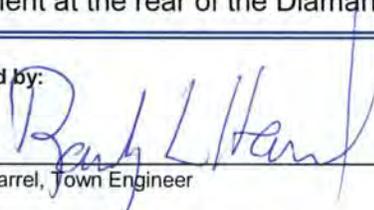
Staff Recommendation(s): Staff recommends approval of Resolution 2019-03, abandonment of the Hillside Protection Easement at the rear of the Diamante del Lago subdivision plat, Lot 23, with the following stipulation:

- Grant a Trail Easement for the existing Lake Overlook Trail segments located on this lot.

List Attachment(s): Vicinity Map; Annotated Aerial Photo; Resolution 2019-03 with Exhibit A map

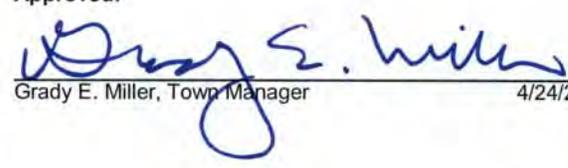
SUGGESTED MOTION (for Council use): Move to approve Resolution 2019-03, abandonment of the Hillside Protection Easement at the rear of the Diamante del Lago subdivision plat, Lot 23, with stipulation.

Prepared by:


Randy Harrel, Town Engineer

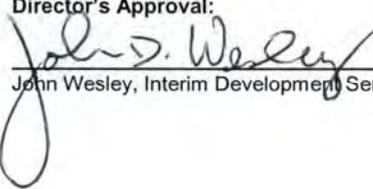
4/23/2019

Approved:


Grady E. Miller, Town Manager

4/24/2019

Director's Approval:


John Wesley, Interim Development Services Director 4/23/2019

RESOLUTION 2019-03

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, ABANDONING WHATEVER RIGHT, TITLE, OR INTEREST IT HAS IN THE HILLSIDE PROTECTION EASEMENT LOCATED AT THE REAR PROPERTY LINE OF DIAMANTE DEL LAGO, LOT 23 (17234 EAST SUNSCAPE DRIVE), AS RECORDED IN BOOK 516, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA (EA 2018-22)

RECITALS:

WHEREAS, the Mayor and Council of the Town of Fountain Hills (the "Town Council"), as the governing body of real property located in the Town of Fountain Hills (the "Town"), may require the dedication of public streets, sewer, water, drainage, and other utility easements or rights-of-way within any proposed subdivision; and

WHEREAS, the Town Council has the authority to accept or reject offers of dedication of private property by easement, deed, subdivision, plat or other lawful means; and

WHEREAS, all present utility companies have received notification of the proposed abandonment.

ENACTMENTS:

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

SECTION 1. That the certain hillside protection easement, at the rear property line of Diamante Del Lago, Lot 23, (17234 East SunscAPE Drive), Fountain Hills, as recorded the Office of the County Recorder of Maricopa County, Arizona, Book 516 of Maps, Page 17, and as more particularly described in Exhibit A, attached hereto and incorporated herein by reference, are hereby declared to be abandoned by the Town. Certain lots within this subdivision are subject to lot-to-lot drainage runoff. The property owner is required to pass the developed flows generated by the upstream lots across their property.

SECTION 2. That this Resolution is one of abandonment and disclaimer by the Town solely for the purpose of removing any potential cloud on the title to said property and that the Town in no way attempts to affect the rights of any private party to oppose the abandonment or assert any right resulting there from or existing previous to any action by the Town.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, this 7th day of May, 2019

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:

Ginny Dickey, Mayor

Elizabeth A. Burke, Town Clerk

REVIEWED BY:

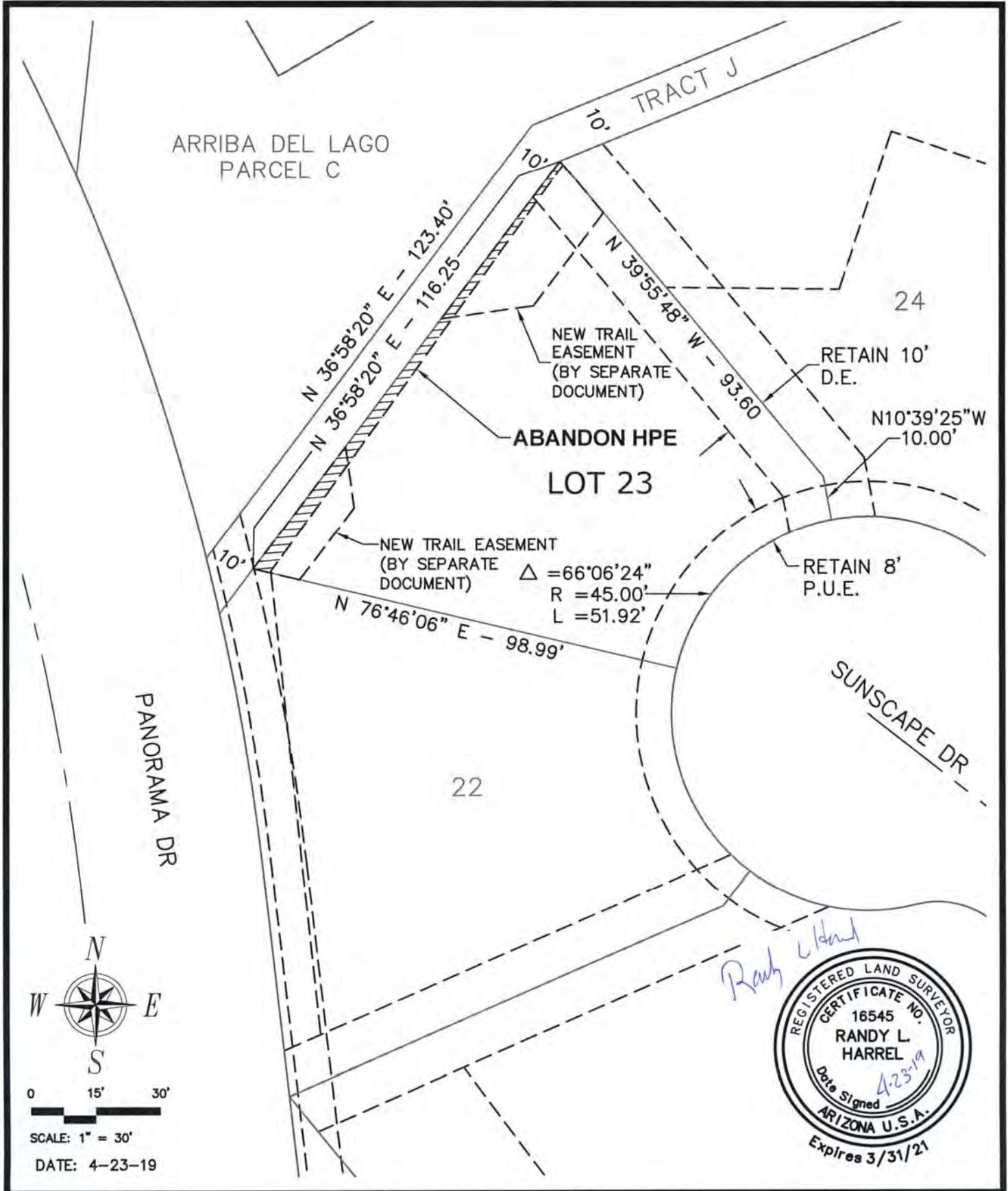
APPROVED AS TO FORM:

Grady E. Miller, Town Manager

Aaron D. Arson, Town Attorney

TOWN OF FOUNTAIN HILLS EASEMENT ABANDONMENT EXHIBIT "A"

DIAMANTE DEL LAGO FINAL PLAT – LOT 23





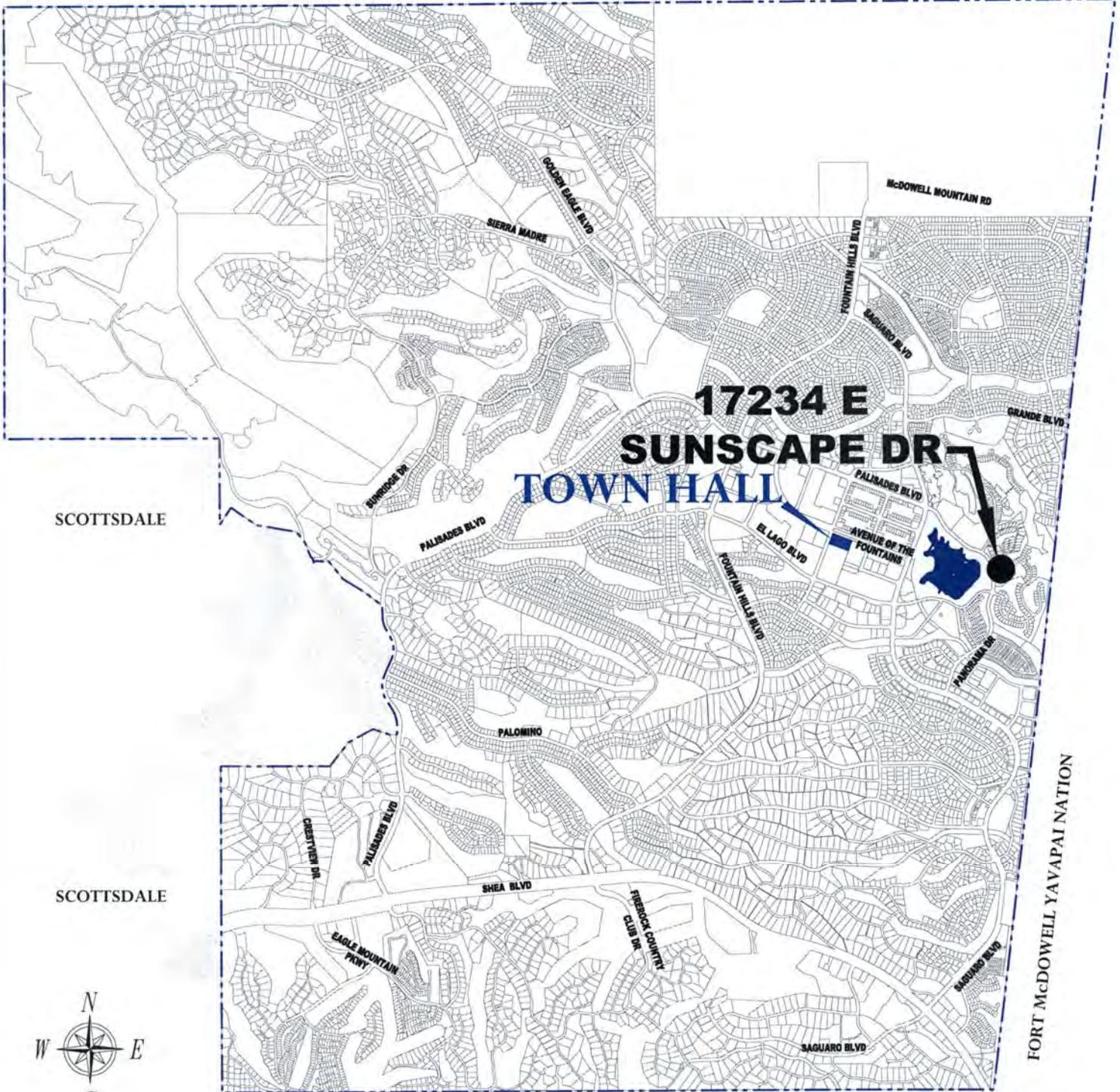
TOWN OF FOUNTAIN HILLS

DEVELOPMENT SERVICES DEPARTMENT

VICINITY MAP

TOWN BOUNDARY

McDOWELL MOUNTAIN PARK



SCOTTSDALE

SCOTTSDALE



NORTH

SCALE: 1" = 3500'

SALT RIVER PIMA MARICOPA INDIAN COMMUNITY

FORT McDOWELL YAVAPAI NATION



DEVELOPMENT SERVICES

2017 AERIAL
SITE PLAN

PLAT DDL LOT 23
ADDRESS: 17234 E SUNSCAPE DR

ZONING: R1-6A

LOT AREA: 7,750.96 SF
ROOF AREA: 2,525 SF

(AREAS ARE APPROXIMATE)

- LOTLINE ———
- RIGHT OF WAY ———
- CENTERLINE - - - - -
- EASEMENT - - - - -
- ABAND. EASEMENT - - - - -
- SUBJECT HOUSE ●

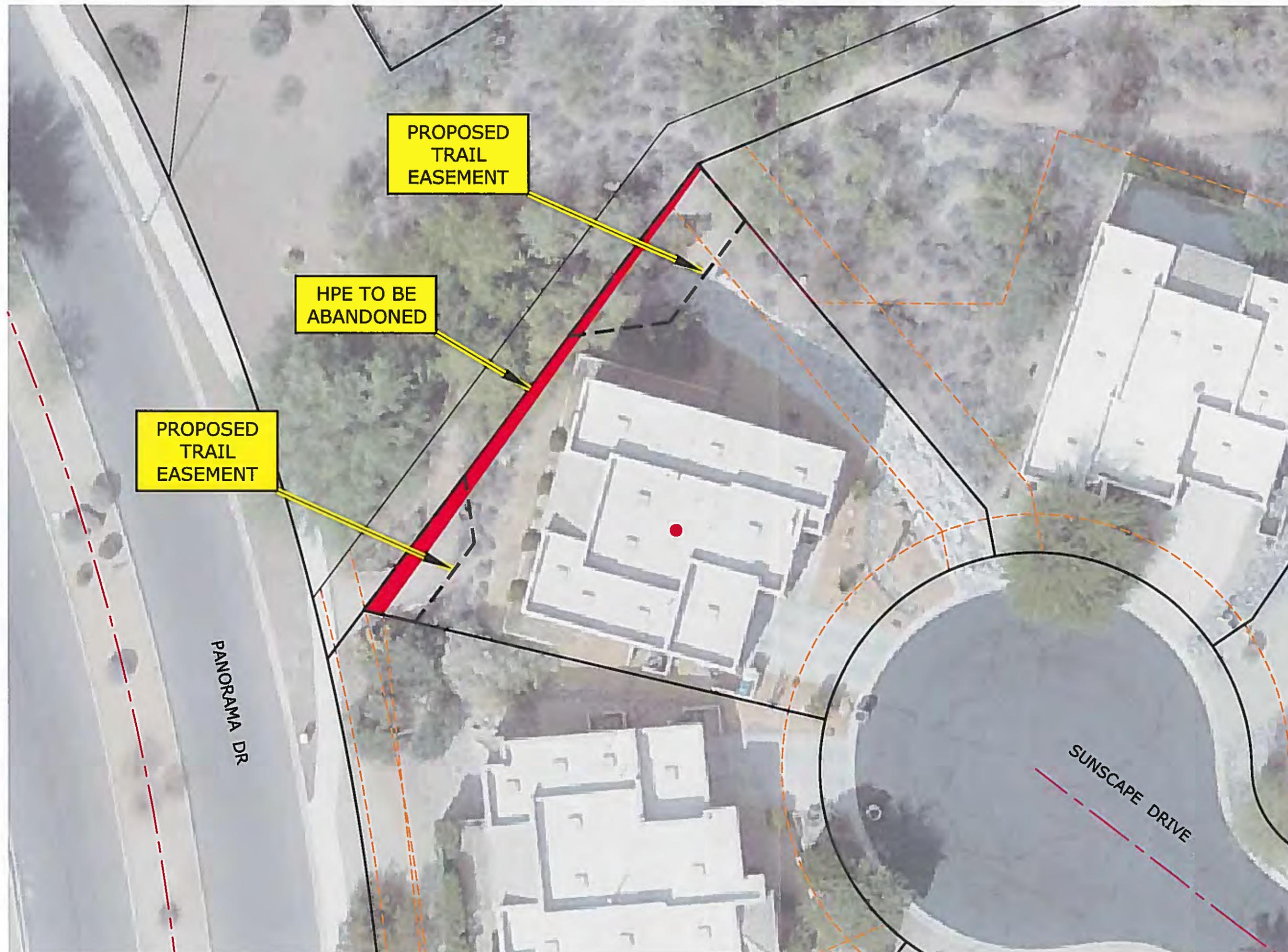


0 10' 20'

SCALE: 1" = 20'

- AERIAL PHOTO FLIGHT: 11/17
- TOPOGRAPHICAL MAP: 9/91
- FEMA FLOOD DELINIATION: 10/13

THIS TOPO/AERIAL MAPPING IS
SUITABLE FOR GENERAL PLANNING
PURPOSES, BUT SHOULD NOT BE
USED FOR DESIGN.





TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 5/7/2019

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Development Services

Staff Contact Information: Randy Harrel; Town Engineer; rharrel@fh.az.gov ; 480-816-5112
Marissa Moore; Senior Planner; mmoore@fh.az.gov ; 480-816-5139

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF Resolution 2019-29, abandoning whatever right, title, or interest the Town has in the certain Hillside Protection Easement located at the rear of Diamante del Lago, Lot 32 (17328 E. Sunscape Drive), as recorded in Book 561, Page 20 (a two-lot, lot line adjustment re-plot of Book 516, Page 17), records of Maricopa County, Arizona. (EA 2018-25)

Applicant: Richard and Edith Burns

Applicant Contact Information: 17328 E. Sunscape Dr.; Fountain Hills, AZ 85268; Tele. 303-859-4001 (Richard) or 303-827-9903 (Edith); E-mail: edithburns@mac.com

Owner: Burns Family Trust

Owner Contact Information: 1594 MacCullen Drive, Erie, CO 80506

Property Location: Same as Applicant

Related Ordinance, Policy or Guiding Principle: N/A

Staff Summary (background): This item on the Town Council's agenda is a proposal to abandon the Hillside Protection Easement at the rear of a (two lot re-plot of the) Diamante del Lago subdivision plat, Lot 32 (17328 E. Sunscape Drive).

The Hillside Protection Easement (HPE) on this lot was shown on the original subdivision plat for Diamante del Lago, which was platted in 1999. (Lot 32 and Lot 33 were later re-platted by the original developer – a lot line adjustment – on 4-25-2001, with no change to the HPE.) The Town's Ordinances do not currently require hillside protection on such small residential lots (this lot is zoned R1-6A PUD). Per the Town Council's direction at their 2-7-19 Retreat, HPE abandonment requests submitted prior to that Retreat may be processed for abandonment. (Note: This abandonment application had been submitted on 12-2-2018.)

In addition to the adjacent neighbors (Staff's standard practice), the Diamante del Lago Homeowners' Association has received this Agenda Action Form, for their information. Per their property manager, we understand that the HOA is not opposed to this abandonment.

The house on this lot was constructed during the initial subdivision development in 2001.

Since this abandonment does not involve a Public Utility Easement, the various utility companies have not been contracted regarding this abandonment.

Disturbance of this HPE affects less than 1% of the drainage area for the downstream channel, and so will create minimal change in its runoff characteristics.

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

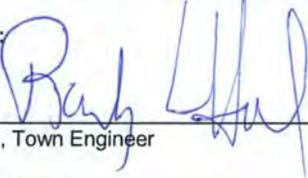
Recommendation(s) by Board(s) or Commission(s): N/A

Staff Recommendation(s): Staff recommends approval of Resolution 2019-06, abandonment of the Hillside Protection Easement at the rear of Diamante del Lago, Lot 32.

List Attachment(s): Vicinity Map; Annotated Aerial Photo; Resolution 2019-29 with Exhibit A map

SUGGESTED MOTION (for Council use): Move to approve Resolution 2019-29, abandonment of the Hillside Protection Easement at the rear of the Diamante del Lago, Lot 32.

Prepared by:


Randy Harrel, Town Engineer

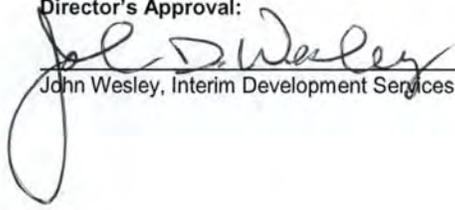
4/20/2019

Approved:


Grady E. Miller, Town Manager

4/24/2019

Director's Approval:


John Wesley, Interim Development Services Director 4/23/2019

RESOLUTION 2019-29

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, ABANDONING WHATEVER RIGHT, TITLE, OR INTEREST IT HAS IN THE HILLSIDE PROTECTION EASEMENT LOCATED AT THE REAR PROPERTY LINE OF DIAMANTE DEL LAGO, LOT 32 (17328 EAST SUNSCAPE DRIVE), AS RECORDED IN BOOK 561, PAGE 20, RECORDS OF MARICOPA COUNTY, ARIZONA (EA 2018-25)

RECITALS:

WHEREAS, the Mayor and Council of the Town of Fountain Hills (the "Town Council"), as the governing body of real property located in the Town of Fountain Hills (the "Town"), may require the dedication of public streets, sewer, water, drainage, and other utility easements or rights-of-way within any proposed subdivision; and

WHEREAS, the Town Council has the authority to accept or reject offers of dedication of private property by easement, deed, subdivision, plat or other lawful means; and

WHEREAS, all present utility companies have received notification of the proposed abandonment.

ENACTMENTS:

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

SECTION 1. That the certain hillside protection easement, at the rear property line of Diamante Del Lago, Lot 32, (17328 East Sunscape Drive), Fountain Hills, as recorded the Office of the County Recorder of Maricopa County, Arizona, Book 561 of Maps, Page 20, and as more particularly described in Exhibit A, attached hereto and incorporated herein by reference, are hereby declared to be abandoned by the Town. Certain lots within this subdivision are subject to lot-to-lot drainage runoff. The property owner is required to pass the developed flows generated by the upstream lots across their property.

SECTION 2. That this Resolution is one of abandonment and disclaimer by the Town solely for the purpose of removing any potential cloud on the title to said property and that the Town in no way attempts to affect the rights of any private party to oppose the abandonment or assert any right resulting there from or existing previous to any action by the Town.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, this 7th day of May, 2019.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:

Ginny Dickey, Mayor

Elizabeth A. Burke, Town Clerk

REVIEWED BY:

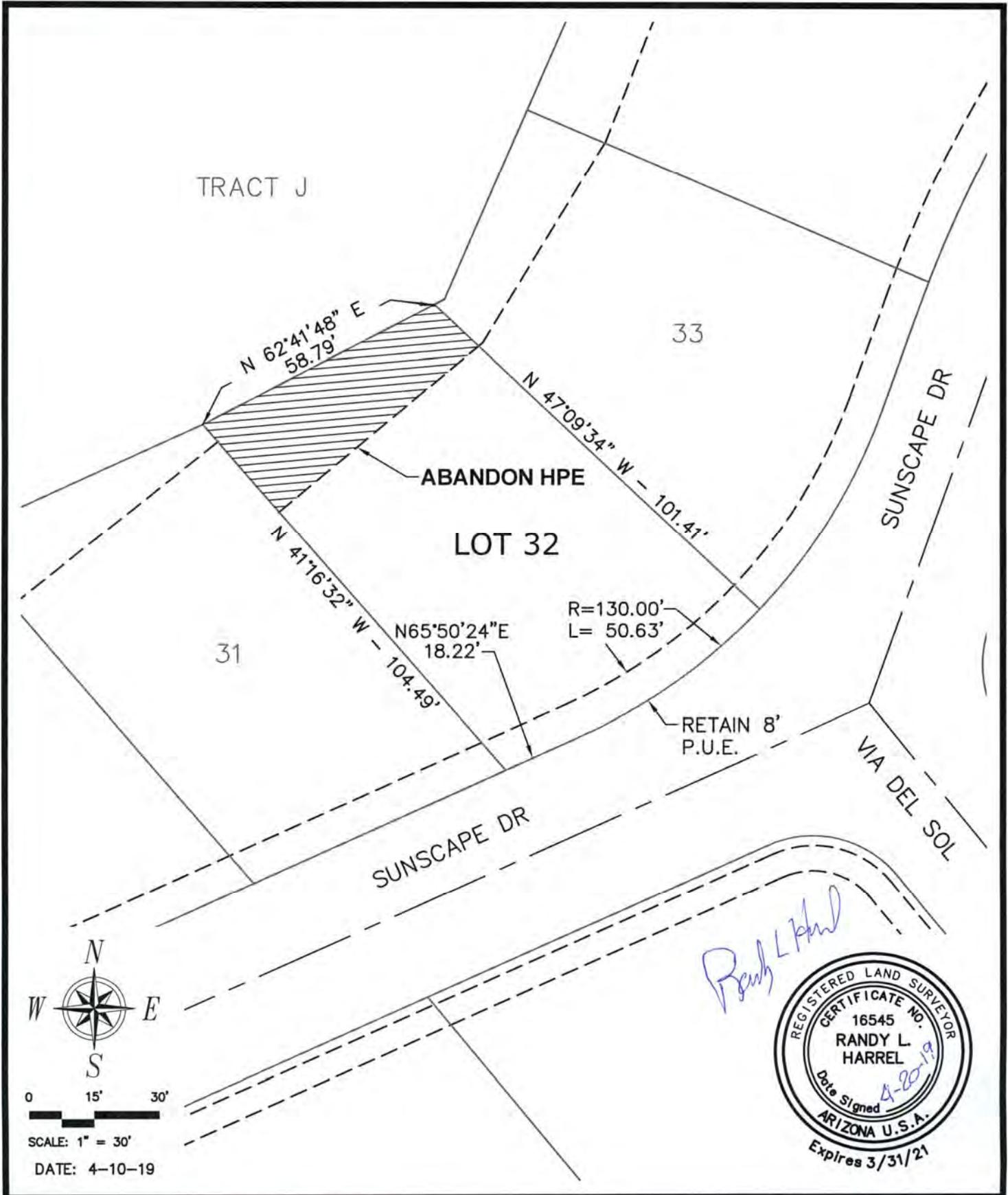
APPROVED AS TO FORM:

Grady E. Miller, Town Manager

Aaron D. Arson, Town Attorney

TOWN OF FOUNTAIN HILLS
EASEMENT ABANDONMENT
EXHIBIT "A"

DIAMANTE DEL LAGO FINAL PLAT - LOT 32





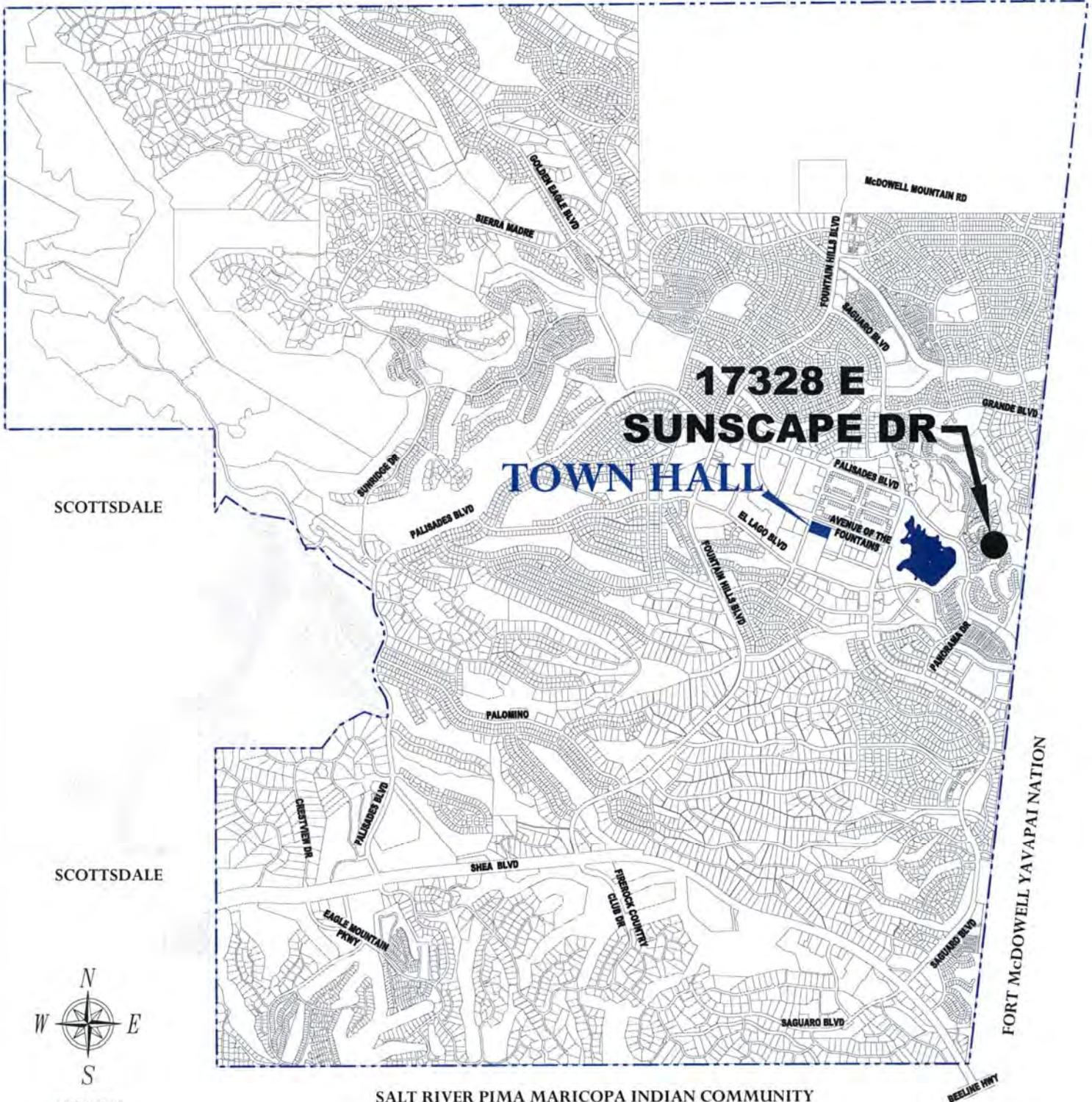
TOWN OF FOUNTAIN HILLS

DEVELOPMENT SERVICES DEPARTMENT

VICINITY MAP

TOWN BOUNDARY

McDOWELL MOUNTAIN PARK



SCOTTSDALE

SCOTTSDALE



NORTH

SCALE: 1" = 3500'

SALT RIVER PIMA MARICOPA INDIAN COMMUNITY

FORT McDOWELL YAVAPAI NATION



DEVELOPMENT SERVICES

2017 AERIAL
SITE PLAN

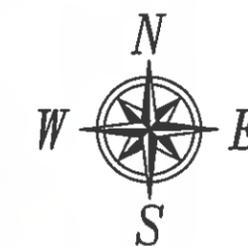
REPLAT DDL LOT 32
ADDRESS: 17328 E SUNSCAPE DR

ZONING: R1-6A

LOT AREA: 6,519.10 SF
ROOF AREA: 2,525 SF

(AREAS ARE APPROXIMATE)

- LOTLINE ———
- RIGHT OF WAY ———
- CENTERLINE ———
- EASEMENT - - - - -
- ABAND. EASEMENT - - - - -
- SUBJECT HOUSE ●



0 10' 20'
SCALE: 1" = 20'

- AERIAL PHOTO FLIGHT: 11/17
- TOPOGRAPHICAL MAP: 9/91
- FEMA FLOOD DELINIATION: 10/13

THIS TOPO/AERIAL MAPPING IS SUITABLE FOR GENERAL PLANNING PURPOSES, BUT SHOULD NOT BE USED FOR DESIGN.





TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 5/7/2019

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Development Services

Staff Contact Information: Randy Harrel; Town Engineer; rharrel@fh.az.gov ; 480-816-5112
Marissa Moore; Senior Planner; mmoore@fh.az.gov ; 480-816-5139

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF Resolution 2019- 04, abandoning whatever right, title, or interest the Town has in the certain Hillside Protection Easement located at the rear of Diamante del Lago, Lot 25 (17236 E. Sunscape Drive), as recorded in Book 516, Page 17, records of Maricopa County, Arizona. (EA 2018-23)

Applicant: Jeanene H. Hebert

Applicant Contact Information: 17236 E. Sunscape Dr.; Fountain Hills, AZ 85268; Tele. 480-836-1830; E-mail: Jeanene.2@cox.net

Owner: Same

Owner Contact Information: Same

Property Location: Same

Related Ordinance, Policy or Guiding Principle: N/A

Staff Summary (background): This item on the Town Council's agenda is a proposal to abandon the Hillside Protection Easement at the rear of the Diamante del Lago subdivision plat, Lot 25 (17236 E. Sunscape Drive).

The Hillside Protection Easement (HPE) on this lot was shown on the original subdivision plat for Diamante del Lago, which was platted in 1999. Many lots within this subdivision included HPE's on the lots in order to meet the subdivision's overall hillside protection and/or open space requirements at that time. The Town's Ordinances do not currently require hillside protection on such small residential lots (this lot is zoned R1-6A PUD); per the Town Council's direction at their 2-7-19 Retreat, HPE abandonment requests submitted prior to that Retreat may be processed for abandonment. (Note: This abandonment request was submitted on 12-5-18.)

In addition to the adjacent neighbors (Staff's standard practice), the Diamante del Lago Homeowners' Association has received this Agenda Action Form, for their information. Per their property manager, we understand that the HOA is not opposed to rear yard HPE abandonments.

The house on this lot was constructed during the initial subdivision development in 2001.

Since this abandonment does not involve a Public Utility Easement, the various utility companies have not been contracted regarding this abandonment.

Disturbance of this HPE area affects less than 1% of the drainage area for the downstream channel (near Panorama Blvd.), and so will create minimal change in its runoff characteristics.

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

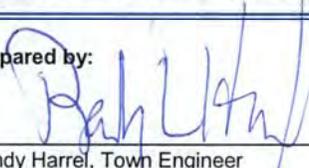
Recommendation(s) by Board(s) or Commission(s): N/A

Staff Recommendation(s): Staff recommends approval of Resolution 2019-04, abandonment of the Hillside Protection Easement at the rear of the Diamante del Lago subdivision plat, Lot 25.

List Attachment(s): Vicinity Map; Annotated Aerial Photo; Resolution 2019-04 with Exhibit A map

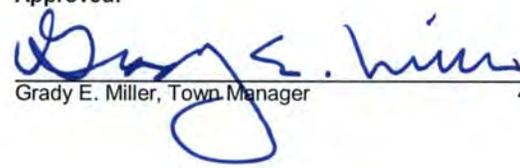
SUGGESTED MOTION (for Council use): Move to approve Resolution 2019-04, abandonment of the Hillside Protection Easement at the rear of the Diamante del Lago subdivision plat, Lot 25.

Prepared by:


Randy Harrel, Town Engineer

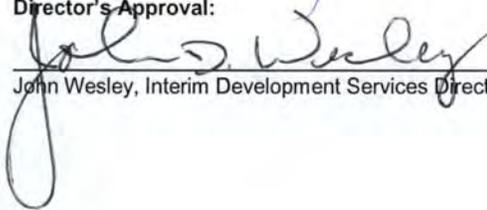
4/23/2019

Approved:


Grady E. Miller, Town Manager

4/24/2019

Director's Approval:


John Wesley, Interim Development Services Director 4/23/2019

RESOLUTION 2019-04

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, ABANDONING WHATEVER RIGHT, TITLE, OR INTEREST IT HAS IN THE HILLSIDE PROTECTION EASEMENT LOCATED AT THE REAR PROPERTY LINE OF DIAMANTE DEL LAGO, LOT 25, (17236 EAST SUNSCAPE DRIVE), AS RECORDED IN BOOK 516, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA. (EA 2018-23)

RECITALS:

WHEREAS, the Mayor and Council of the Town of Fountain Hills (the "Town Council"), as the governing body of real property located in the Town of Fountain Hills (the "Town"), may require the dedication of public streets, sewer, water, drainage, and other utility easements or rights-of-way within any proposed subdivision; and

WHEREAS, the Town Council has the authority to accept or reject offers of dedication of private property by easement, deed, subdivision, plat or other lawful means; and

WHEREAS, all present utility companies have received notification of the proposed abandonment.

ENACTMENTS:

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

SECTION 1. That the certain hillside protection easement, at the rear property line of Diamante Del Lago, Lot 25, (17236 East Sunscap Drive), Fountain Hills, as recorded the Office of the County Recorder of Maricopa County, Arizona, Book 516 of Maps, Page 17, and as more particularly described in Exhibit A, attached hereto and incorporated herein by reference, are hereby declared to be abandoned by the Town. Certain lots within this subdivision are subject to lot-to-lot drainage runoff. The property owner is required to pass the developed flows generated by the upstream lots across their property.

SECTION 2. That this Resolution is one of abandonment and disclaimer by the Town solely for the purpose of removing any potential cloud on the title to said property and that the Town in no way attempts to affect the rights of any private party to oppose the abandonment or assert any right resulting there from or existing previous to any action by the Town.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, this 7th day of May, 2019.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:

Ginny Dickey, Mayor

Elizabeth A. Burke, Town Clerk

REVIEWED BY:

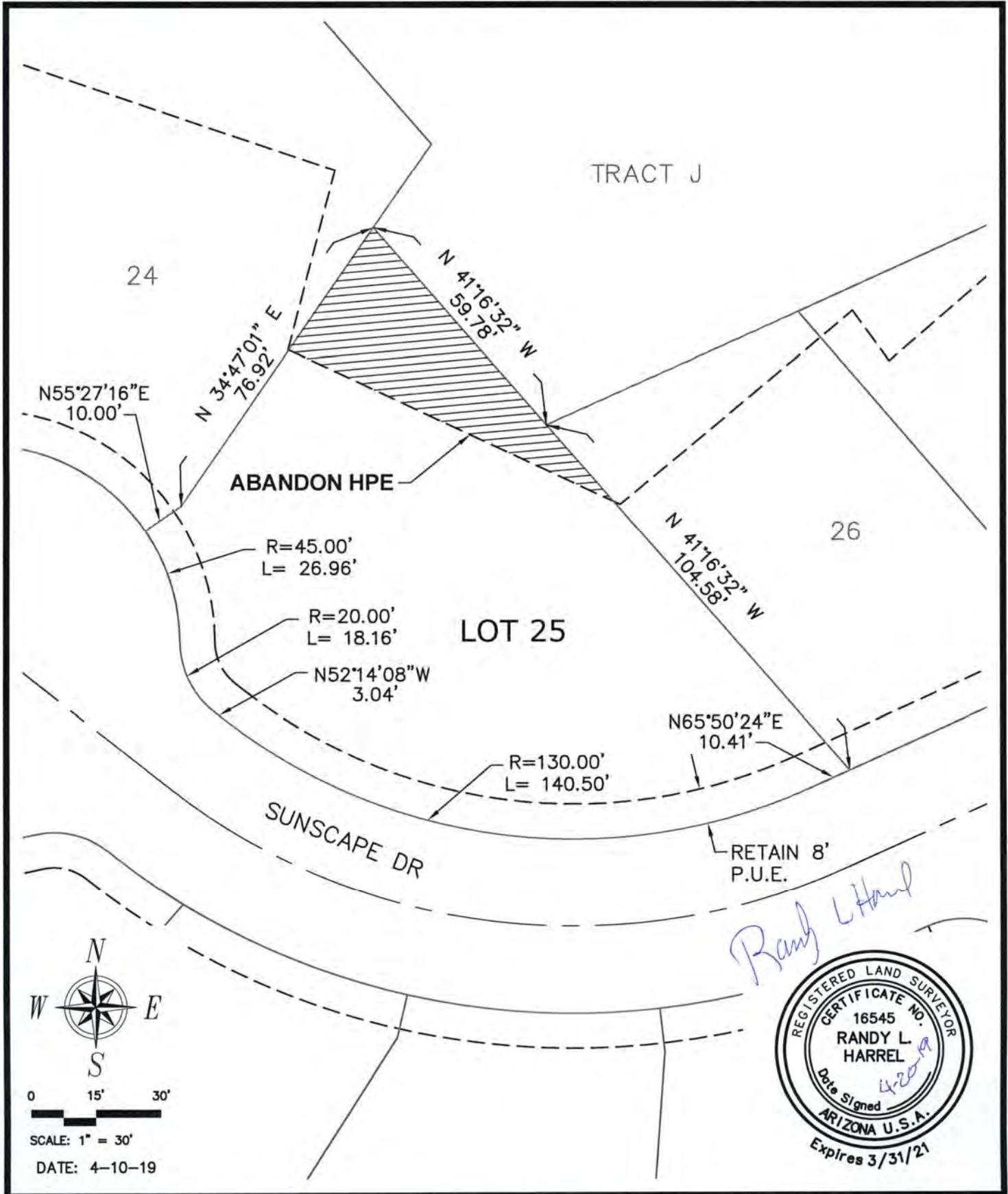
APPROVED AS TO FORM:

Grady E. Miller, Town Manager

Aaron D. Arson, Town Attorney

TOWN OF FOUNTAIN HILLS
EASEMENT ABANDONMENT
EXHIBIT "A"

DIAMANTE DEL LAGO FINAL PLAT - LOT 25



Randy L Harrel



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W E
S
0 15' 30'
SCALE: 1" = 30'
DATE: 4-10-19



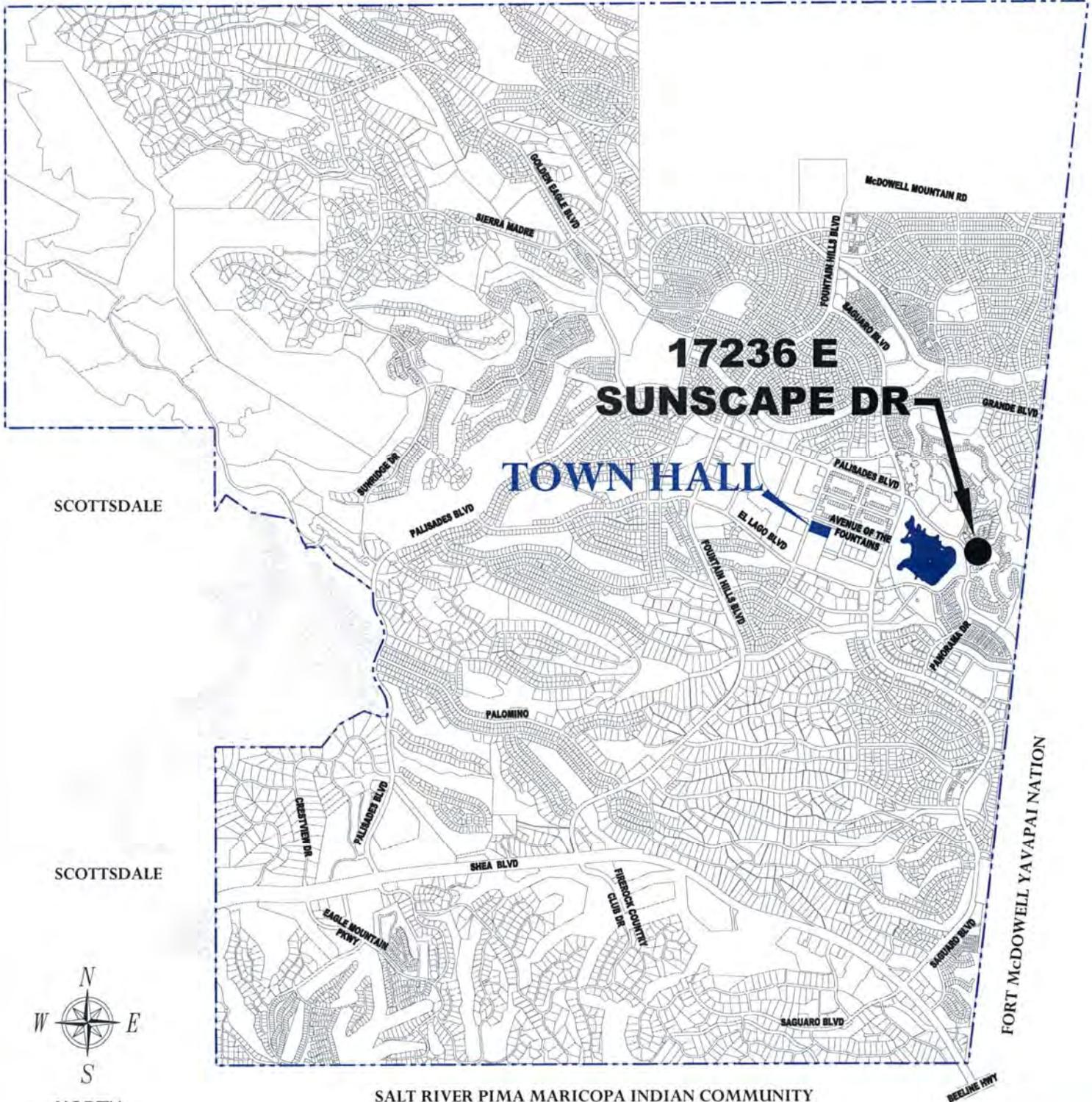
TOWN OF FOUNTAIN HILLS

DEVELOPMENT SERVICES DEPARTMENT

VICINITY MAP

TOWN BOUNDARY

McDOWELL MOUNTAIN PARK



SCOTTSDALE

SCOTTSDALE



NORTH

SCALE: 1" = 3500'

SALT RIVER PIMA MARICOPA INDIAN COMMUNITY

FORT McDOWELL YAVAPAI NATION



DEVELOPMENT SERVICES

2017 AERIAL
SITE PLAN

REPLAT DDL LOT 25
ADDRESS: 17236 E SUNSCAPE DR

ZONING: R1-6A

LOT AREA: 11,852.56 SF
ROOF AREA: 2,350 SF

(AREAS ARE APPROXIMATE)

- LOTLINE ———
- RIGHT OF WAY ———
- CENTERLINE - - - - -
- EASEMENT - - - - -
- ABAND. EASEMENT - - - - -
- SUBJECT HOUSE ●



0 10' 20'
SCALE: 1" = 20'

- AERIAL PHOTO FLIGHT: 11/17
- TOPOGRAPHICAL MAP: 9/91
- FEMA FLOOD DELINIATION: 10/13

THIS TOPO/AERIAL MAPPING IS SUITABLE FOR GENERAL PLANNING PURPOSES, BUT SHOULD NOT BE USED FOR DESIGN.





TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 5/7/2019

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Development Services

Staff Contact Information: Randy Harrel; Town Engineer; rharrel@fh.az.gov ; 480-816-5112
Marissa Moore; Senior Planner; mmoore@fh.az.gov ; 480-816-5139

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF Resolution 2019- 05, abandoning whatever right, title, or interest the Town has in the certain Hillside Protection Easement located at the rear of Diamante del Lago, Lot 12 (17247 E. Diamante Drive), as recorded in Book 516, Page 17, records of Maricopa County, Arizona. (EA 2018-24)

Applicant: James Leader

Applicant Contact Information: 17247 E. Diamante Dr.; Fountain Hills, AZ 85268; Tele. 610-563-8997; E-mail: gt350@aol.com

Owner: James K. Leader/ Mary Anne Leader

Owner Contact Information: 113 Ringtail Run, Kenneth Square PA 19348-2364

Property Location: Same as Applicant

Related Ordinance, Policy or Guiding Principle: N/A

Staff Summary (background): This item on the Town Council's agenda is a proposal to abandon the Hillside Protection Easement at the rear of the Diamante del Lago subdivision plat, Lot 12 (17247 E. Diamante Drive).

The Hillside Protection Easement (HPE) on this lot was shown on the original subdivision plat for Diamante del Lago, which was platted in 1999. The Town's Ordinances do not currently require hillside protection on such small residential lots (this lot is zoned R1-6A PUD). Per the Town Council's direction at their 2-7-19 Retreat, HPE Abandonment requests submitted prior to that Retreat may be processed for abandonment.

In addition to the adjacent neighbors (Staff's standard practice), the Diamante del Lago Homeowners' Association has received this Agenda Action Form, for their information. Per their property manager, we understand that the HOA is not opposed to this abandonment.

The house on this lot was constructed during the initial subdivision development in 2001.

Since this abandonment does not involve a Public Utility Easement, the various utility companies have not been contracted regarding this abandonment.

Disturbance of this HPE affects a small portion of the drainage area for the downstream channel, and so will create minimal change in its runoff characteristics.

It should be noted that a small wash with a tributary drainage area of nearly 1 acre, including drainage from a portion of Sunscape Drive, runs through the proposed HPE abandonment area. Any future disturbance of this small wash area will need to accommodate the drainage flow from the upstream drainage area.

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

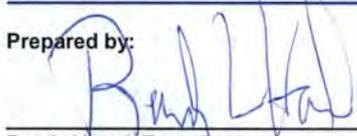
Recommendation(s) by Board(s) or Commission(s): N/A

Staff Recommendation(s): Staff recommends approval of Resolution 2019-05, abandonment of the Hillside Protection Easement at the rear of the Diamante del Lago subdivision plat, Lot 12.

List Attachment(s): Vicinity Map; Annotated Aerial Photo; Resolution 2019-05 with Exhibit A

SUGGESTED MOTION (for Council use): Move to approve Resolution 2019-05, abandonment of the Hillside Protection Easement at the rear of the Diamante del Lago subdivision plat, Lot 12.

Prepared by:



Randy Harrel, Town Engineer

4/23/2019

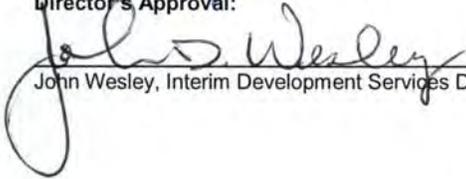
Approved:



Grady E. Miller, Town Manager

4/24/2019

Director's Approval:



John Wesley, Interim Development Services Director 4/23/2019

RESOLUTION 2019-05

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, ABANDONING WHATEVER RIGHT, TITLE, OR INTEREST IT HAS IN THE HILLSIDE PROTECTION EASEMENT LOCATED AT THE REAR PROPERTY LINE OF DIAMANTE DEL LAGO, LOT 12 (17247 EAST DIAMANTE DRIVE), AS RECORDED IN BOOK 516, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA (EA 2018-24)

RECITALS:

WHEREAS, the Mayor and Council of the Town of Fountain Hills (the "Town Council"), as the governing body of real property located in the Town of Fountain Hills (the "Town"), may require the dedication of public streets, sewer, water, drainage, and other utility easements or rights-of-way within any proposed subdivision; and

WHEREAS, the Town Council has the authority to accept or reject offers of dedication of private property by easement, deed, subdivision, plat or other lawful means; and

WHEREAS, all present utility companies have received notification of the proposed abandonment.

ENACTMENTS:

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

SECTION 1. That the certain hillside protection easement, at the rear property line of Diamante Del Lago, Lot 12, (17247 East Diamante Drive), Fountain Hills, as recorded the Office of the County Recorder of Maricopa County, Arizona, Book 516 of Maps, Page 17, and as more particularly described in Exhibit A, attached hereto and incorporated herein by reference, are hereby declared to be abandoned by the Town. Certain lots within this subdivision are subject to lot-to-lot drainage runoff. The property owner is required to pass the developed flows generated by the upstream lots across their property.

SECTION 2. That this Resolution is one of abandonment and disclaimer by the Town solely for the purpose of removing any potential cloud on the title to said property and that the Town in no way attempts to affect the rights of any private party to oppose the abandonment or assert any right resulting there from or existing previous to any action by the Town.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, this 7th day of May, 2019.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:

Ginny Dickey, Mayor

Elizabeth A. Burke, Town Clerk

REVIEWED BY:

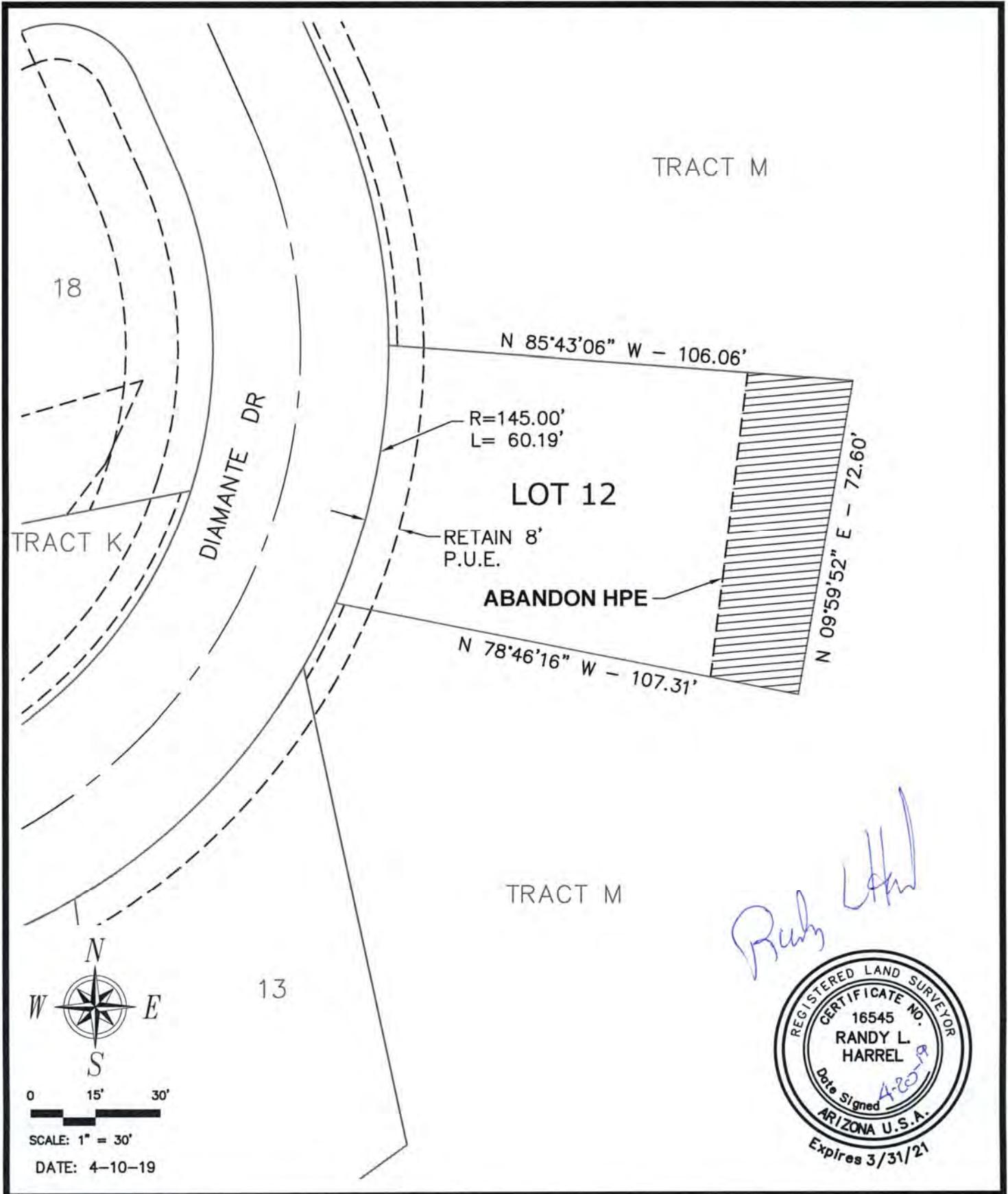
APPROVED AS TO FORM:

Grady E. Miller, Town Manager

Aaron D. Arson, Town Attorney

TOWN OF FOUNTAIN HILLS
EASEMENT ABANDONMENT
EXHIBIT "A"

DIAMANTE DEL LAGO FINAL PLAT - LOT 12





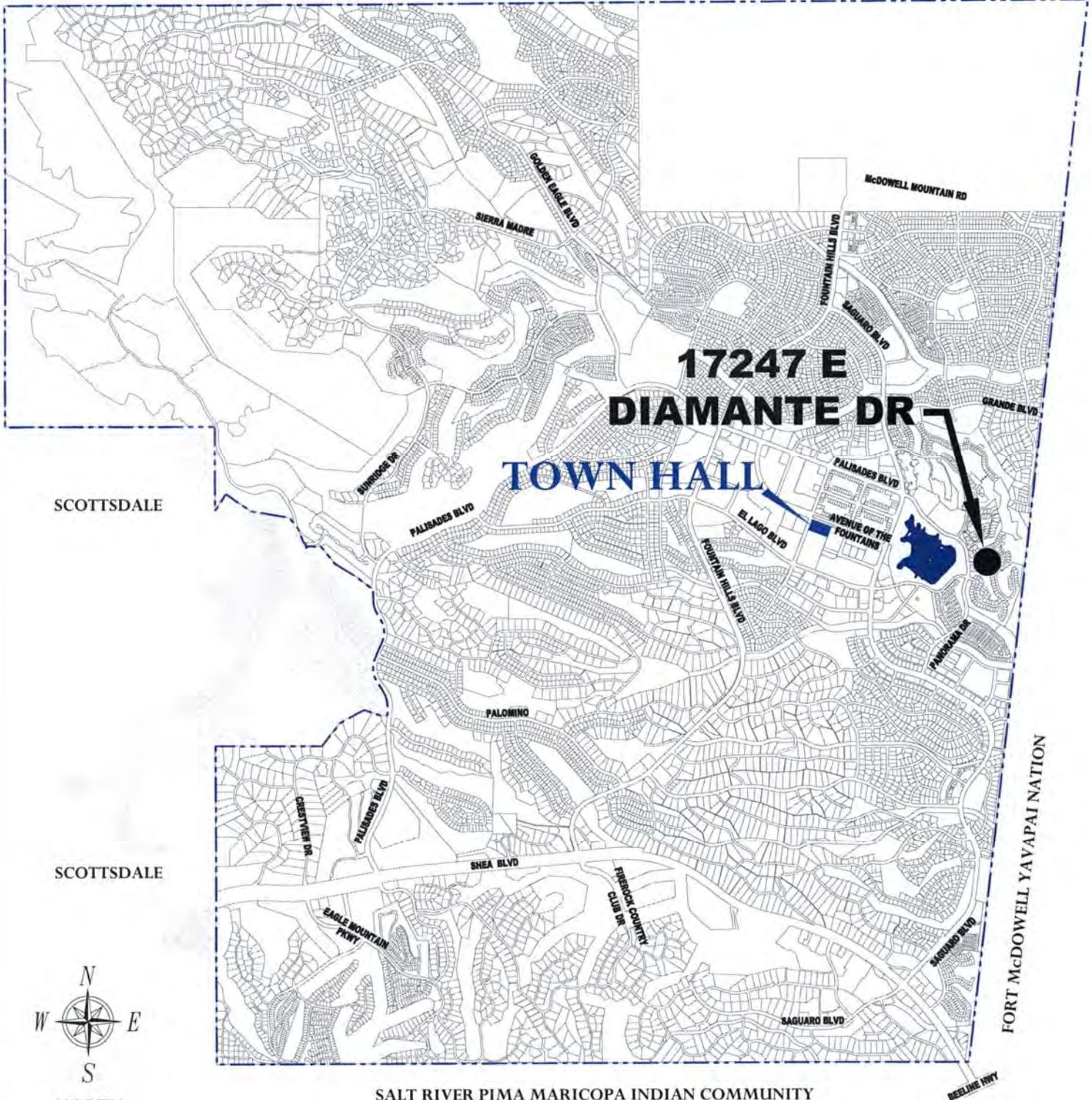
TOWN OF FOUNTAIN HILLS

DEVELOPMENT SERVICES DEPARTMENT

VICINITY MAP

TOWN BOUNDARY

McDOWELL MOUNTAIN PARK



SCOTTSDALE

SCOTTSDALE

SALT RIVER PIMA MARICOPA INDIAN COMMUNITY

FORT McDOWELL YAVAPAI NATION



NORTH

SCALE: 1" = 3500'



DEVELOPMENT SERVICES

2017 AERIAL
SITE PLAN

REPLAT DDL LOT 12
ADDRESS: 17247 E DIAMANTE DR

ZONING: R1-6A

LOT AREA: 6,912.64 SF
ROOF AREA: 2,350 SF

(AREAS ARE APPROXIMATE)

- LOTLINE ———
- RIGHT OF WAY ———
- CENTERLINE - - - - -
- EASEMENT - - - - -
- ABAND. EASEMENT - - - - -
- SUBJECT HOUSE ●



0 10' 20'

SCALE: 1" = 20'

- AERIAL PHOTO FLIGHT: 11/17
- TOPOGRAPHICAL MAP: 9/91
- FEMA FLOOD DELINIATION: 10/13

THIS TOPO/AERIAL MAPPING IS
SUITABLE FOR GENERAL PLANNING
PURPOSES, BUT SHOULD NOT BE
USED FOR DESIGN.





TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 5/7/2019

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Development Services

Staff Contact Information: Randy Harrel; Town Engineer; rharrel@fh.az.gov ; 480-816-5112
Marissa Moore; Senior Planner; mmoore@fh.az.gov ; 480-816-5139

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF Resolution 2019-30, abandoning whatever right, title, or interest the Town has in the certain Hillside Protection Easement located at the rear of Lot 32A of the re-plat "Final Plat of Block 2, Lots 32A and 32B ... Plat 505-A" (15813 Tepee), as recorded in Book 515, Page 23, records of Maricopa County, Arizona, with stipulations. (EA 2018-18)

Applicant: Eric Jackson

Applicant Contact Information: 15813 E. Tepee Drive; Fountain Hills, AZ 85268; Tele. 480-244-6148; E-mail: eric-jerene.jackson@gmail.com ; AZHomepal@gmail.com

Owner: Same

Owner Contact Information: Same

Property Location: Same

Related Ordinance, Policy or Guiding Principle: N/A

Staff Summary (background): This item on the Town Council's agenda is a proposal to abandon the existing Hillside Protection Easement (67,859 s.f.) at the rear of Lot 32A (a 1999 lot-split re-subdivision of the pre-incorporation Lot 32), Block 2, Plat 505-A.

A new (smaller and relocated) HPE meeting current Town HPE requirements (60% of the hillside area; 33,288 s.f.), is stipulated to be granted by the applicant in a separate document.

The Hillside Protection Easement (HPE) on this lot was originally shown in its 1999 re-plat. The Town's Ordinances require hillside protection on this large lot. Per the Town Council direction at their 2-7-19 Retreat, existing submitted hillside protection easement abandonment requests may be processed. (Note: This easement abandonment request had originally been submitted on 10-3-18.)

The house on this lot was constructed in 1988.

Since this abandonment does not involve a Public Utility Easement, the various utility companies have not been contacted regarding this abandonment.

Disturbance of the net abandoned HPE area (abandonment HPE area – proposed HPE to be granted) will affect less than 2% of the tributary area to Tulip Wash (the existing wash lying to the rear of this property), and so will create minimal change in that wash's runoff characteristics.

The applicant should, by separate Grant of Easement document, grant a:

* Replacement Hillside Protection Easement, per current Town requirements.

* Drainage Easement (10x10' triangle) near the southerly (rear) corner of the lot, to encompass the un-delineated 100-

year floodplain of Tulip Wash.

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

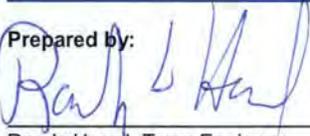
Staff Recommendation(s): Staff recommends approval of Resolution 2019-30, abandonment of the Hillside Protection Easement on Lot 32A ..., with the following stipulations:

- Grant a replacement Hillside Protection Easement, per current Town regulations, on this lot.
- Grant a 10'x10' triangular Drainage Easement near the southerly (rear) corner of the lot.

List Attachment(s): Vicinity Map, Request Letter from Pew Surveying; Annotated Aerial Photo; Resolution 2019-30 with Exhibit A map

SUGGESTED MOTION (for Council use): Move to approve Resolution 2019-30, abandonment of the Hillside Protection Easement at the rear of Lot 32A of the re-plat "Final Plat of Blk. 2, Lots 32A and 32B ...Plat 505-A", with stipulations.

Prepared by:


Randy Harrel, Town Engineer

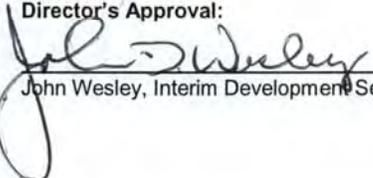
4/23/2019

Approved:


Grady E. Miller, Town Manager

4/24/2019

Director's Approval:


John Wesley, Interim Development Services Director 4/23/2019



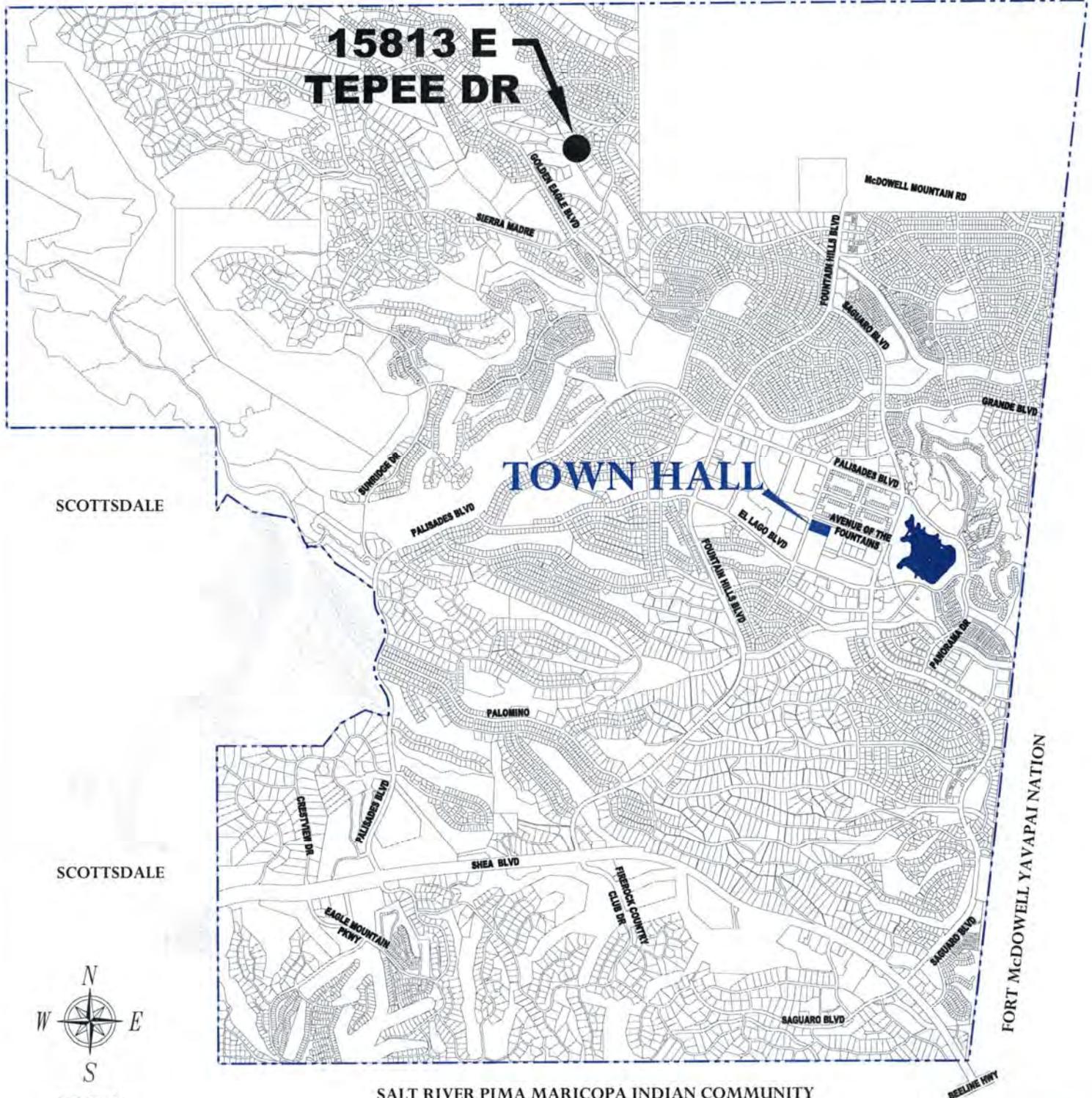
TOWN OF FOUNTAIN HILLS

DEVELOPMENT SERVICES DEPARTMENT

VICINITY MAP

TOWN BOUNDARY

McDOWELL MOUNTAIN PARK



SCOTTSDALE

SCOTTSDALE



NORTH

SCALE: 1" = 3500'

SALT RIVER PIMA MARICOPA INDIAN COMMUNITY

FORT McDOWELL YAVAPAI NATION

RESOLUTION 2019-30

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, ABANDONING WHATEVER RIGHT, TITLE, OR INTEREST IT HAS IN THE HILLSIDE PROTECTION EASEMENT LOCATED AT THE REAR OF LOT 32A OF THE RE-PLAT "FINAL PLAT OF BLOCK 2, LOTS 32A AND 32B...PLAT 505-A" (15813 EAST TEPEE DRIVE) AS RECORDED IN BOOK 515, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA (EA 2018-18)

RECITALS:

WHEREAS, the Mayor and Council of the Town of Fountain Hills (the "Town Council"), as the governing body of real property located in the Town of Fountain Hills (the "Town"), may require the dedication of public streets, sewer, water, drainage, and other utility easements or rights-of-way within any proposed subdivision; and

WHEREAS, the Town Council has the authority to accept or reject offers of dedication of private property by easement, deed, subdivision, plat or other lawful means; and

WHEREAS, all present utility companies have received notification of the proposed abandonment.

ENACTMENTS:

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

SECTION 1. That the certain hillside protection easement, at the rear of Lot 32A of the re-plat "Final Plat of Block 2, Lots 32A and Lots 32B...Plat 505-A" (15813 East Tepee Drive), Fountain Hills, as recorded the Office of the County Recorder of Maricopa County, Arizona, Book 515 of Maps, Page 23, and as more particularly described in Exhibit A, attached hereto and incorporated herein by reference, are hereby declared to be abandoned by the Town. Certain lots within this subdivision are subject to lot-to-lot drainage runoff. The property owner is required to pass the developed flows generated by the upstream lots across their property.

SECTION 2. That this Resolution is one of abandonment and disclaimer by the Town solely for the purpose of removing any potential cloud on the title to said property and that the Town in no way attempts to affect the rights of any private party to oppose the abandonment or assert any right resulting there from or existing previous to any action by the Town.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, this 7th day of May, 2019.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:

Ginny Dickey, Mayor

Elizabeth A. Burke, Town Clerk

REVIEWED BY:

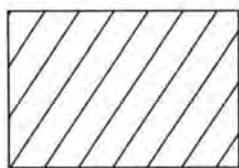
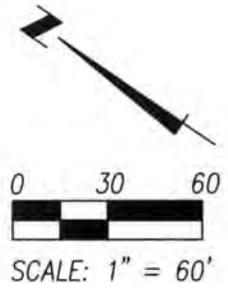
APPROVED AS TO FORM:

Grady E. Miller, Town Manager

Aaron D. Arson, Town Attorney

TOWN OF FOUNTAIN HILLS EASEMENT ABANDONMENT EXHIBIT "A"

LOT 32A OF REPLAT OF LOT 32 505A, MCR 515-23



DENOTES EASEMENT ABANDONMENT
HILLSIDE PROTECTION EASEMENT AS SHOW ON
LOT 32A OF REPLAT OF LOT 32, BLOCK 2, FINAL
PLAT 505-A, BOOK 515 OF MAPS. PAGE 23.



EXPIRES 6/30/20

PEW SURVEYING, LLC

October 1, 2018

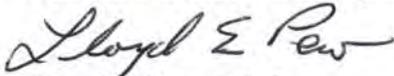
TO: Town of Fountain Hills

RE: Jackson H.P.E. Abandonment and New Dedication
15813 Tepee Drive, Fountain Hills, AZ

Eric Jackson, the owner, is request for the abandonment of existing Hillside Protection Easement (H.P.E.) on his property and to rededicate new H.P.E. The existing H.P.E. was dedicated in 1994 when his property was replatted. He would like to redesign his rear yard to make it more useful. Current H.P.E. rules would be less burdensome than older rules. Montgomery Engineering calculated H.P.E. under current rules (see the attached Hillside Study). Mr. Jackson wishes to replace the existing H.P.E. with the new easement.

Sincerely,

PEW LAND SURVEYING, LLC



Lloyd E. Pew, R.L.S.



DEVELOPMENT SERVICES

2017 AERIAL
SITE PLAN

PLAT: 505A, BLOCK 2, LOT 32A
15813 E TEPEE DR

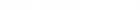
LOT AREA: 67,859 SF
ROOF AREA: 4,900 SF

(AREAS ARE APPROXIMATE)

ZONING: R1-35

 PROPOSED HPE
ABANDONMENT

 PROPOSED NEW
HPE

LOTLINE	
RIGHT OF WAY	
CENTERLINE	
EASEMENT	
ABAND. EASEMENT	
CONTOUR 2ft	
CONTOUR 10ft	
FLOODPLAIN	

SUBJECT SITE 

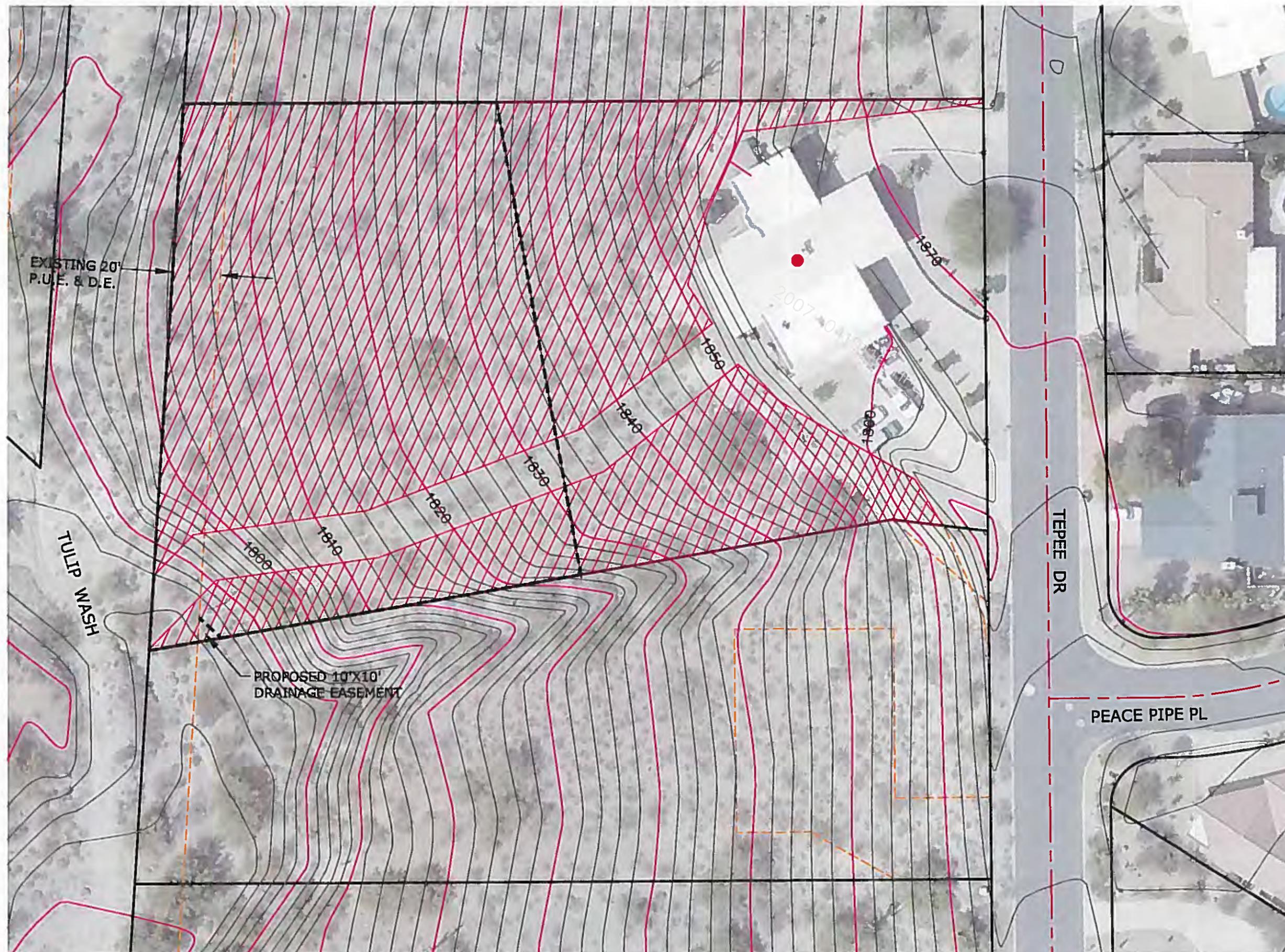


0 20' 40'

SCALE: 1" = 40'

- AERIAL PHOTO FLIGHT: 11/17
- TOPOGRAPHICAL MAP: 9/91
- FEMA FLOOD DELINIATION: 10/13

THIS TOPO/AERIAL MAPPING IS
SUITABLE FOR GENERAL PLANNING
PURPOSES, BUT SHOULD NOT BE
USED FOR DESIGN.





TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 5/7/2019

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Administration

Staff Contact Information: Craig Rudolph, Finance Director, 480-816-4583; crudolph@fh.az.gov

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF one BUDGET TRANSFER from General Government to Development Services, Building Safety, for building inspections in the amount of \$40,000.

Applicant:

Applicant Contact Information:

Owner:

Owner Contact Information:

Property Location:

Related Ordinance, Policy or Guiding Principle:

Staff Summary (background): The Development Services Department, Building Safety, has been utilizing the firm of Brown and Associates to assist with building inspections. The current contract with Brown and Associates has been expended and a budget transfer is needed to allow for continued inspections until the end of the current fiscal year.

Risk Analysis (options or alternatives with implications): Without this budget transfer, building inspections to assist the Chief Building Official will be delayed, affecting the builders' ability to complete their projects..

Fiscal Impact (initial and ongoing costs; budget status): \$40,000

Budget Reference (page number): pp 181-182

Funding Source: General Fund

If Multiple Funds utilized, list here:

Budgeted; if No, attach Budget Adjustment Form: No

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

Staff Recommendation(s): Recommend approval.

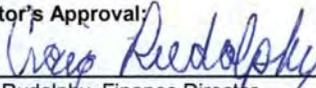
List Attachment(s): Budget Transfer Form

SUGGESTED MOTION (for Council use): Move to approve the budget transfer.

Prepared by:

NA Date

Director's Approval:



Craig Rudolph, Finance Director 4/23/2019

Approved:



Grady E. Miller, Town Manager 4/23/2019



TOWN OF FOUNTAIN HILLS

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

04/22/2019 10:03
BBogdan

TOWN OF FOUNTAIN HILLS
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 1
bgamdent

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2019	10	103	04/18/2019		BUA INSP. BS	1	1			
1	GENAD 100-10-15-110-100-0106-7010-	7010		GENERAL GOVERNMENT ADMIN	CONTINGENCY TRANSFER TO BUILDING SAFETY		359,042.31 04/18/2019	-40,000.00	319,042.31	
2	DVSBS 100-20-40-402-100-0240-6412-	6412		BUILDING SAFETY	CONTRACTUAL SERVICES TRANSFER IN FOR INSPECTIONS		104,413.00 04/18/2019	40,000.00	144,413.00	
** JOURNAL TOTAL								0.00		

MAYOR

DATE



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 5/7/2019

Meeting Type: Regular Session

Agenda Type: Regular

Submitting Department: Administration

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

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF RESOLUTION 2019-23 of the Mayor and Council of the Town of Fountain Hills, Arizona, setting forth the Tentative Budget and establishing the maximum budget amount for the Town of Fountain Hills for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Applicant:

Applicant Contact Information:

Owner:

Owner Contact Information:

Property Location:

Related Ordinance, Policy or Guiding Principle:

Staff Summary (background): The proposed fiscal year 2019-20 budget was presented to the Town Council and the public during the month of April as well as at a Budget Open House (April 15). Total proposed expenditures for all funds, as revised per Council's direction, are \$32.6M with estimated revenues of \$26.9. Resolution 2019-23 establishes the maximum amount of expenditures for the fiscal year. Subsequent to approval of this Resolution, changes to the budget can be made within line items but the total amount cannot exceed \$32.6M.

Risk Analysis (options or alternatives with implications):

Fiscal Impact (initial and ongoing costs; budget status): \$32,562,699

Budget Reference (page number): pp 105-106, 128-130

Funding Source: NA

If Multiple Funds utilized, list here:

Budgeted; if No, attach Budget Adjustment Form: NA

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

Staff Recommendation(s): Approve

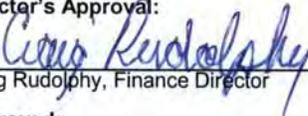
List Attachment(s): Resolution 2019-23; PowerPoint Presentation

SUGGESTED MOTION (for Council use): Move to approve RESOLUTION 2019-23.

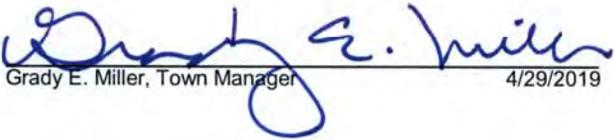
Prepared by:

Craig Rudolph, Finance Director 4/29/2019

Director's Approval:


Craig Rudolph, Finance Director 4/29/2019

Approved:


Grady E. Miller, Town Manager 4/29/2019

RESOLUTION 2019-23

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, SETTING FORTH THE TENTATIVE BUDGET AND ESTABLISHING THE MAXIMUM BUDGET AMOUNT FOR THE TOWN OF FOUNTAIN HILLS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020

RECITALS:

WHEREAS, pursuant to the provisions of the laws of the State of Arizona, the Mayor and Council of the Town of Fountain Hills (the "Town Council") are required to adopt a budget for each fiscal year; and

WHEREAS, in accordance with ARIZ. REV. STAT. § 42-17102, the Town Manager has prepared, and filed with the Town Council, the Town Manager's budget estimates for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

ENACTMENTS:

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

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

SECTION 2. The statements and schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the Town's official tentative budget for the fiscal year beginning July 1, 2019, and ending June 30, 2020, including the establishment of the maximum budget amount for such fiscal year in the amount of \$32,562,699.

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

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

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

PASSED AND ADOPTED BY the Mayor and Council of the Town of Fountain Hills, Arizona, this 7th day of May, 2019.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:

Ginny Dickey, Mayor

Elizabeth A. Burke, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Grady E. Miller, Town Manager

Aaron D. Arnson, Pierce Coleman PLLC
Town Attorney

EXHIBIT A
TO
RESOLUTION 2019-23

[Tentative Budget]

See following pages.

TOWN OF FOUNTAIN HILLS

TABLE OF CONTENTS

Fiscal Year 2020

Schedule A—Summary Schedule of Estimated Revenues and Expenditures/Expense:

Schedule B—Tax Levy and Tax Rate Information

Schedule C—Revenues Other Than Property Taxes

Schedule D—Other Financing Sources/(Uses) and Interfund Transfers

Schedule E—Expenditures/Expenses by Fund

Schedule F—Expenditures/Expenses by Department (as applicable)

Schedule G—Full-Time Employees and Personnel Compensation

TOWN OF FOUNTAIN HILLS
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2020

Fiscal Year	Sch	FUNDS								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds	
2019	E	1	16,271,195	6,768,693	2,760,682	6,436,443	0	0	177,853	32,414,866
2019	E	2	16,271,195	6,768,693	2,760,682	6,436,443	0	0	177,853	32,414,866
2020		3	6,359,098	4,362,468	712,776	5,864,179			1,176,144	18,474,665
2020	B	4								0
2020	B	5			1,674,485					1,674,485
2020	C	6	17,224,430	6,362,116	415,322	915,942	0	0	327,584	25,245,394
2020	D	7	0	0	0	0	0	0	0	0
2020	D	8	0	0	0	0	0	0	0	0
2020	D	9	39,100	648,607	303,235	1,800,000	0	0	171,318	2,962,260
2020	D	10	1,042,335	1,639,925	0	280,000	0	0	0	2,962,260
2020		11								0
LESS: Amounts for Future Debt Retirement:										
			2,915,640							2,915,640
										0
										0
2020		12	19,664,653	9,733,265	3,105,818	8,300,121	0	0	1,675,046	42,478,904
2020	E	13	17,224,430	8,474,064	2,378,862	4,069,194	0	0	416,149	32,562,699

EXPENDITURE LIMITATION COMPARISON

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

	2019	2020
1	\$ 32,414,866	\$ 32,562,699
2	(857,933)	(785,163)
3	31,556,933	31,777,536
4	9,311,624	7,978,989
5	\$ 22,245,309	\$ 23,798,547
6	\$ 28,954,251	\$ 29,854,752

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

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

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

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

TOWN OF FOUNTAIN HILLS
Tax Levy and Tax Rate Information
Fiscal Year 2020

	2019	2020
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ _____	\$ _____
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ _____	\$ _____
B. Secondary property taxes	1,986,373	1,674,485
C. Total property tax levy amounts	\$ 1,986,373	\$ 1,674,485
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total primary property taxes	\$ _____	
B. Secondary property taxes		
(1) Current year's levy	\$ 1,986,373	
(2) Prior years' levies	_____	
(3) Total secondary property taxes	\$ 1,986,373	
C. Total property taxes collected	\$ 1,986,373	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	_____	_____
(2) Secondary property tax rate	0.4257	0.3382
(3) Total city/town tax rate	0.4257	0.3382
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>two (2)</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

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

TOWN OF FOUNTAIN HILLS
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
GENERAL FUND			
Local taxes			
Local Sales Tax	\$ 8,693,264	\$ 8,693,264	\$ 9,125,999
Franchise Tax	374,461	374,461	187,231
Licenses and permits			
Business License Fees	136,365	136,365	141,696
Liquor License Fees	2,000	2,000	2,000
Building Permit Fees	227,272	227,272	240,587
Sign Permits	8,175	8,175	6,100
Landscape Permit Fees	23,100	23,100	16,800
Subdivision Fees	45,250	45,250	52,250
Special Event Permits	5,225	5,225	8,750
Engineering Fees	3,950	3,950	5,900
Third Party Revenues	235,000	235,000	210,000
Planning & Zoning Fees	17,489	17,489	16,185
Plan Review Fees	176,326	176,326	185,969
Intergovernmental			
State Sales Tax	2,429,816	2,429,816	2,583,377
Fire Insurance Premium Tax	50,500	50,500	46,258
Vehicle License Tax			336,749
Shared Income Tax	3,005,431	3,005,431	3,253,750
Charges for services			
Parks & Rec User Fees	195,724	195,724	197,800
Encroachment Fees	35,000	35,000	25,000
Variances	7,600	7,600	4,300
Inspection Fees	12,500	12,500	13,250
Leases & Rents	237,768	237,768	283,584
Fines and forfeits			
Court Fines	246,000	246,000	179,000
Interest on investments			
Interest on Investments	7,200	7,200	24,000
In-lieu property taxes			
Contributions			
Voluntary contributions	71,409	71,409	37,545
Miscellaneous			
Miscellaneous	24,370	24,370	40,350
Total General Fund	\$ 16,271,195	\$ 16,271,195	\$ 17,224,430

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF FOUNTAIN HILLS
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
SPECIAL REVENUE FUNDS			
Highway User Revenue Fund			
Highway User Tax	\$ 1,538,106	\$ 1,538,106	\$ 1,666,476
Vehicle License Tax	1,081,889	1,081,889	785,748
Local Sales Tax	796,063	796,063	819,678
In-Lieu Fees	100,000	100,000	200,000
Recycle Proceeds			1,000
Interest	2,400	2,400	24,000
Miscellaneous	25,000	25,000	30,000
	<u>\$ 3,543,458</u>	<u>\$ 3,543,458</u>	<u>\$ 3,526,902</u>
Downtown Strategy Fund			
Sales-Excise Tax	\$ 79,607	\$ 79,607	\$ 81,968
Interest	1,260	1,260	1,260
	<u>\$ 80,867</u>	<u>\$ 80,867</u>	<u>\$ 83,228</u>
Economic Development Fund			
Sales-Excise Tax	\$ 318,425	\$ 318,425	\$ 327,871
Interest	240	240	240
	<u>\$ 318,665</u>	<u>\$ 318,665</u>	<u>\$ 328,111</u>
Grants			
Miscellaneous	\$ 338,800	\$ 338,800	\$ 1,582,525
	<u>\$ 338,800</u>	<u>\$ 338,800</u>	<u>\$ 1,582,525</u>
Public Art			
In-Lieu Fees	\$ 15,000	\$ 15,000	\$ 100,000
Interest	240	240	240
	<u>\$ 15,240</u>	<u>\$ 15,240</u>	<u>\$ 100,240</u>
Court Enhancement Fund			
Court Enhancement/JCEF Revenue	\$ 52,000	\$ 52,000	\$ 49,000
Grants			100,000
Interest	240	240	840
	<u>\$ 52,240</u>	<u>\$ 52,240</u>	<u>\$ 149,840</u>
Cottonwoods Maintenance District			
Cottonwoods Maintenance District	\$ 6,642	\$ 6,642	\$ 6,642
Interest	72	72	72
	<u>\$ 6,714</u>	<u>\$ 6,714</u>	<u>\$ 6,714</u>
Tourism Fund			
Grants	\$ 83,000	\$ 83,000	\$ 90,000
Interest	180	180	180
	<u>\$ 83,180</u>	<u>\$ 83,180</u>	<u>\$ 90,180</u>
Environmental Fund			
Environmental Fee	\$ 493,668	\$ 493,668	\$ 491,976
Interest	1,800	1,800	2,400
	<u>\$ 495,468</u>	<u>\$ 495,468</u>	<u>\$ 494,376</u>
Total Special Revenue Funds	<u>\$ 4,934,632</u>	<u>\$ 4,934,632</u>	<u>\$ 6,362,116</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF FOUNTAIN HILLS
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
DEBT SERVICE FUNDS			
General Obligation Debt Service			
Interest Income	\$ 1,200	\$ 1,200	\$ 1,200
	\$ 1,200	\$ 1,200	\$ 1,200
Eagle Mountain CFD			
Property Taxes	\$ 409,786	\$ 409,786	\$ 413,042
Interest Income	240	240	240
	\$ 410,026	\$ 410,026	\$ 413,282
Municipal Property Corp			
Interest Income	840	840	840
	\$ 840	\$ 840	\$ 840
Total Debt Service Funds	\$ 412,066	\$ 412,066	\$ 415,322
CAPITAL PROJECTS FUNDS			
Capital Projects Fund			
Sales Tax-Local	\$ 461,465	\$ 461,465	\$ 640,293
Grants	140,000	140,000	90,000
Donations			
Interest	7,224	7,224	7,224
Miscellaneous			
	\$ 608,689	\$ 608,689	\$ 737,517
Facilities Replacement Fund			
Interest Income	\$ 3,600	\$ 3,600	\$ 7,200
	\$ 3,600	\$ 3,600	\$ 7,200
Development Fee Funds			
Development Fees	\$ 142,581	\$ 142,581	\$ 164,025
Interest Income	660	660	7,200
	\$ 143,241	\$ 143,241	\$ 171,225
Total Capital Projects Funds	\$ 755,530	\$ 755,530	\$ 915,942

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF FOUNTAIN HILLS
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
PERMANENT FUNDS			
_____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Total Permanent Funds	\$ _____	\$ _____	\$ _____
ENTERPRISE FUNDS			
_____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Total Enterprise Funds	\$ _____	\$ _____	\$ _____

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF FOUNTAIN HILLS
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
INTERNAL SERVICE FUNDS			
Vehicle Replacement Fund	269,672	269,672	327,584
	\$ 269,672	\$ 269,672	\$ 327,584
Total Internal Service Funds	\$ 269,672	\$ 269,672	\$ 327,584
TOTAL ALL FUNDS	\$ 22,643,095	\$ 22,643,095	\$ 25,245,394

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF FOUNTAIN HILLS
Other Financing Sources/(Uses) and Interfund Transfers
Fiscal Year 2020

FUND	OTHER FINANCING 2020		INTERFUND TRANSFERS 2020	
	SOURCES	(USES)	IN	(OUT)
GENERAL FUND				
MPC Debt Service Fund	\$ _____	\$ _____	\$ _____	\$ 303,235
Public Art Fund	_____	_____	39,100	39,100
Environmental Fund	_____	_____	_____	200,000
Facilities Replacement Fund	_____	_____	_____	500,000
Total General Fund	\$ _____	\$ _____	\$ 39,100	\$ 1,042,335
SPECIAL REVENUE FUNDS				
Environmental Fund	\$ _____	\$ _____	\$ 200,000	\$ _____
Tourism Fund	_____	_____	168,607	_____
Downtown Strategy Fund	_____	_____	_____	950,000
Economic Development Fund	_____	_____	_____	168,607
Streets Fund	_____	_____	200,000	350,000
Special Revenue Fund	_____	_____	80,000	_____
Vehicle Replacement Fund	_____	_____	_____	171,318
Total Special Revenue Funds	\$ _____	\$ _____	\$ 648,607	\$ 1,639,925
DEBT SERVICE FUNDS				
General Fund	\$ _____	\$ _____	\$ 303,235	\$ _____
Total Debt Service Funds	\$ _____	\$ _____	\$ 303,235	\$ _____
CAPITAL PROJECTS FUNDS				
Capital Projects Fund-Streets Fund	\$ _____	\$ _____	\$ 350,000	\$ 200,000
Capital Projects-Downtown Strategy	_____	_____	950,000	_____
Special Revenue Fund	_____	_____	_____	80,000
Facilities Replacement Fund	_____	_____	500,000	_____
Total Capital Projects Funds	\$ _____	\$ _____	\$ 1,800,000	\$ 280,000
PERMANENT FUNDS				
_____	\$ _____	\$ _____	\$ _____	\$ _____
Total Permanent Funds	\$ _____	\$ _____	\$ _____	\$ _____
ENTERPRISE FUNDS				
_____	\$ _____	\$ _____	\$ _____	\$ _____
Total Enterprise Funds	\$ _____	\$ _____	\$ _____	\$ _____
INTERNAL SERVICE FUNDS				
Vehicle Replacement Fund	\$ _____	\$ _____	\$ 171,318	\$ _____
Total Internal Service Funds	\$ _____	\$ _____	\$ 171,318	\$ _____
TOTAL ALL FUNDS	\$ _____	\$ _____	\$ 2,962,260	\$ 2,962,260

TOWN OF FOUNTAIN HILLS
Expenditures/Expenses by Fund
Fiscal Year 2020

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES* 2019	BUDGETED EXPENDITURES/ EXPENSES 2020
GENERAL FUND				
Mayor & Town Council	\$ 82,592	\$	\$ 82,592	\$ 98,544
Municipal Court	342,027		342,027	397,276
Administration	2,438,779		2,438,779	2,050,966
General Government	656,326	(40,000)	616,326	1,073,362
Public Works	1,035,577		1,035,577	1,100,934
Development Services	1,065,398	40,000	1,105,398	1,100,290
Community Services	2,520,780		2,520,780	2,595,839
Law Enforcement	4,211,488		4,211,488	4,785,920
Fire & Emergency Medical	3,918,227		3,918,227	4,021,299
Total General Fund	\$ 16,271,195	\$	\$ 16,271,195	\$ 17,224,430
SPECIAL REVENUE FUNDS				
Highway User Revenue Fund	\$ 5,541,496	\$ (505,600)	\$ 5,035,896	\$ 5,194,059
Downtown Strategy Fund	40,885		40,885	38,400
Economic Development Fund	278,312	(10,000)	268,312	285,482
Tourism Fund	225,758	10,000	235,758	259,103
Public Art Fund	54,100		54,100	139,340
Court Enhancement Fund	80,515		80,515	154,800
Special Revenue Fund	1,188,800	(850,000)	338,800	1,662,525
Cottonwoods Maint District	5,101		5,101	5,101
Environmental Fund	709,326		709,326	735,254
Total Special Revenue Funds	\$ 8,124,293	\$ (1,355,600)	\$ 6,768,693	\$ 8,474,064
DEBT SERVICE FUNDS				
General Obligation Bonds	\$ 1,972,850	\$	\$ 1,972,850	\$ 1,663,800
Eagle Mountain CFD	405,968		405,968	409,192
Municipal Property Corp	381,864		381,864	305,870
Total Debt Service Funds	\$ 2,760,682	\$	\$ 2,760,682	\$ 2,378,862
CAPITAL PROJECTS FUNDS				
Capital Projects	\$ 5,400,612	\$	\$ 5,400,612	\$ 3,200,050
Fire/Emergency Dev Fee	11,244		11,244	9,500
Park/Rec Dev Fee	48,756		48,756	40,500
Open Space Dev Fee	535		535	
Facilities Replacement Fund	975,296		975,296	819,144
Total Capital Projects Funds	\$ 6,436,443	\$	\$ 6,436,443	\$ 4,069,194
PERMANENT FUNDS				
Contingency	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
Contingency	\$	\$	\$	\$
Total Enterprise Funds	\$	\$	\$	\$
INTERNAL SERVICE FUNDS				
Vehicle Replacement	47,253	130,600	177,853	416,149
Total Internal Service Funds	\$ 47,253	\$ 130,600	\$ 177,853	\$ 416,149
TOTAL ALL FUNDS	\$ 33,639,866	\$ (1,225,000)	\$ 32,414,866	\$ 32,562,699

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF FOUNTAIN HILLS
Expenditures/Expenses by Department
Fiscal Year 2020

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/EXPENSES	2019	EXPENDITURE/ADJUSTMENTS APPROVED	2019	ACTUAL EXPENDITURES/EXPENSES*	2019	BUDGETED EXPENDITURES/EXPENSES	2020
Mayor & Council								
General Fund	\$	82,592	\$		\$	82,592	\$	98,544
Mayor & Council Total	\$	<u>82,592</u>	\$	<u></u>	\$	<u>82,592</u>	\$	<u>98,544</u>
Administration								
General Fund	\$	2,438,779	\$		\$	2,438,779	\$	2,050,966
Downtown Strategy Fund		40,885				40,885		38,400
Economic Development Fund		278,312		(10,000)		268,312		285,482
Special Revenue Fund		1,188,800		(850,000)		338,800		1,662,525
General Obligation Debt		1,972,850				1,972,850		1,663,800
Eagle Mountain CFD		405,968				405,968		409,192
Municipal Property Corp		381,864				381,864		305,870
Cottonwoods Maint District		5,101				5,101		5,101
Capital Projects		43,263		(8,400)		34,863		155,050
Administration Total	\$	<u>6,755,822</u>	\$	<u>(868,400)</u>	\$	<u>5,887,422</u>	\$	<u>6,576,385</u>
General Government								
General Fund	\$	656,326	\$	(40,000)	\$	616,326	\$	1,073,362
Vehicle Replacement		47,253				47,253		76,407
General Government Total	\$	<u>703,579</u>	\$	<u>(40,000)</u>	\$	<u>663,579</u>	\$	<u>1,149,769</u>
Municipal Court								
General Fund	\$	342,027	\$		\$	342,027	\$	397,276
Court Enhancement Fund		80,515				80,515		154,800
Municipal Court Total	\$	<u>422,542</u>	\$	<u></u>	\$	<u>422,542</u>	\$	<u>552,076</u>
Public Works								
General Fund	\$	1,035,577	\$		\$	1,035,577	\$	1,100,934
Highway User Revenue Fund		5,541,496		(505,600)		5,035,896		5,194,059
Environmental Fund		709,326				709,326		735,254
Capital Projects		1,070,184		(188,271)		881,913		2,660,000
Facilities Replacement Fund		975,296				975,296		819,144
Vehicle Replacement				130,600		130,600		339,742
Public Works Total	\$	<u>9,331,879</u>	\$	<u>(563,271)</u>	\$	<u>8,768,608</u>	\$	<u>10,849,133</u>
Development Services								
General Fund	\$	1,065,398	\$	40,000	\$	1,105,398	\$	1,100,290
Development Services Total	\$	<u>1,065,398</u>	\$	<u>40,000</u>	\$	<u>1,105,398</u>	\$	<u>1,100,290</u>
Community Services								
General Fund	\$	2,520,780	\$		\$	2,520,780	\$	2,595,839
Tourism Fund		225,758		10,000		235,758		259,103
Public Art Fund		54,100				54,100		139,340
Capital Projects		1,917,506				1,917,506		385,000
Open Space Development Fee		535				535		
Park/Rec Development Fee		48,756				48,756		40,500
Community Services Total	\$	<u>4,767,435</u>	\$	<u>10,000</u>	\$	<u>4,777,435</u>	\$	<u>3,419,782</u>
Fire & Emergency Medical								
General Fund	\$	3,918,227	\$		\$	3,918,227	\$	4,021,299
Capital Projects		2,312,165				2,312,165		
Fire/Emergency Dev Fee								9,500
Fire & Emergency Medical Total	\$	<u>6,230,392</u>	\$	<u></u>	\$	<u>6,230,392</u>	\$	<u>4,030,799</u>
Law Enforcement								
General Fund	\$	4,211,488	\$		\$	4,211,488	\$	4,785,920
Law Enforcement Total	\$	<u>4,211,488</u>	\$	<u></u>	\$	<u>4,211,488</u>	\$	<u>4,785,920</u>

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF FOUNTAIN HILLS
Full-Time Employees and Personnel Compensation
Fiscal Year 2020

FUND	Full-Time Equivalent (FTE) 2020	Employee Salaries and Hourly Costs 2020	Retirement Costs 2020	Healthcare Costs 2020	Other Benefit Costs 2020	Total Estimated Personnel Compensation 2020
GENERAL FUND	58.47	\$ 3,410,835	\$ 319,895	\$ 357,179	\$ 150,769	\$ 4,238,678
SPECIAL REVENUE FUNDS						
Highway User Revenue Fund	6.05	\$ 396,049	\$ 43,541	\$ 67,637	\$ 29,167	\$ 536,394
Economic Development Fund	2.00	208,941	22,983	16,984	5,381	254,289
Tourism Fund	0.90	54,240	5,967	6,605	1,795	68,607
Environmental Fund	0.40	32,605	3,586	2,729	1,382	40,302
Total Special Revenue Funds	9.35	\$ 691,835	76,077	93,955	37,725	899,592
DEBT SERVICE FUNDS						
_____		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Debt Service Funds		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
CAPITAL PROJECTS FUNDS						
_____		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Capital Projects Funds		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
PERMANENT FUNDS						
_____		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Permanent Funds		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
ENTERPRISE FUNDS						
_____		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Enterprise Funds		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
INTERNAL SERVICE FUND						
_____		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Internal Service Fund		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL ALL FUNDS	67.82	\$ 4,102,670	395,972	451,134	188,494	5,138,270

EXHIBIT B
TO
RESOLUTION 2019-23

[Notice]

See following page.

**Town of Fountain Hills
Notice of Public Hearing
Final Budget Adoption and Tax Levy**

On June 4, 2019, beginning at 5:25 p.m. in the Town Hall Council Chambers, 16705 E. Avenue of the Fountains, Fountain Hills, Arizona 85268, public hearings will be held to allow members of the public to appear and testify or make inquiries regarding Fiscal Year 2019-20 Budgets for (i) the Town of Fountain Hills, (ii) the Eagle Mountain Community Facilities District Board, and (iii) the Cottonwoods Maintenance District Board, which will include fee increases or new fees.

On June 18, 2019, beginning at 5:25 p.m. in the Town Hall Council Chambers, 16705 E. Avenue of the Fountains, Fountain Hills, Arizona 85268, the Town of Fountain Hills, the Eagle Mountain Community Facilities District Board, and the Cottonwoods Maintenance District Board will adopt their property tax levies for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020.

A complete copy of the each of the budgets for the Fiscal Year 2019-20 may be viewed at:

1. Fountain Hills Town Hall (2nd floor), 16705 E. Avenue of the Fountains, Fountain Hills, Arizona 85268
2. Fountain Hills Maricopa County Branch Library, 12901 LaMontana Drive, Fountain Hills, Arizona 85268
3. The Town of Fountain Hills website at: www.fh.az.gov

Anyone wishing to respond may do so in person at the meetings or in writing prior to the date of the June 4, 2019, and June 18, 2019, meetings by delivering the written comments to the Town Clerk's office, 16705 E. Avenue of the Fountains, Fountain Hills, AZ 85268.

TOWN OF FOUNTAIN HILLS TENTATIVE BUDGET FY19-20



Grady Miller, Town Manager
Craig Rudolphy, Finance Director
May 7, 2019

FY19-20 TENTATIVE BUDGET

\$32,562,699

PREVIOUS FISCAL YEAR BUDGETS

- **FY14** **\$39.1M**
- **FY15** **\$41.7M**
- **FY16** **\$36.7M**
- **FY17** **\$34.3M**
- **FY18** **\$35.3M**
- **FY19** **\$32.4M**
- **FY20** **\$32.6M**

FY19-20 BUDGET BY CORE SERVICES FROM ALL FUNDS

	<u>FY19-20</u>
Public Safety	\$8,807,219
General Government	1,489,511
Administration	2,686,126
Public Works	1,100,934
Development Services	1,100,290
Community Services	2,595,839
Excise Tax Funds -	
Downtown/ED/Tourism	582,985
Special Revenue Funds	7,751,739
Debt Service	2,378,862
Capital Funds	4,069,194
	<u>\$32,562,699</u>

BUDGET ASSUMPTIONS

- Revenue projections are determined using some trend analyses as well as estimates of building activity; they are our best guesses for future revenues
- Little to no increase in State-shared revenue. Reflects slower increase in State sales tax as well as no growth in State income tax due to prior tax cuts which will become effective
- The existing level of service is maintained
- Building permit activity projected to include permits primarily for Adero Canyon and Firerock Parcel B along with infill development
- Additional priority staffing will be considered dependent upon the need for increased service levels and budget availability

BUDGET ASSUMPTIONS - CONTINUED

- No inflation factor for FY20, 3.0% for FY21, FY22, FY23, & FY24
- Public safety contracts – Rural Metro increase 3.0%; MCSO is 14% for FY19-20 and 10% thereafter due to anticipated PSPRS costs
- An annual General Fund payment for Community Center was required beginning in FY16-17 and will end in FY19-20
- The projections do not presume development of the State Trust land in the next five years

OUTSTANDING BONDS - 7/1/19



Bond Type	Purpose of Issue	Date of Bond Issue	Interest Rate	Date of Maturity	Original Principal Amount	Principal Amount Retired	Outstanding Principal
GO	Refunding	6/1/2005	4.00	7/1/2019	\$ 7,225,000	\$ 7,225,000	\$ -
GO	Road Construction	12/18/2014	2.00-3.00	7/1/2020	7,565,000	5,950,000	1,615,000
	Total GO				<u>14,790,000</u>	<u>13,175,000</u>	<u>1,615,000</u>
Rev	Refunding	6/4/2015	1.62	7/1/2020	<u>1,880,000</u>	<u>1,580,000</u>	<u>300,000</u>
	Total Rev				<u>1,880,000</u>	<u>1,580,000</u>	<u>300,000</u>
GO	Eagle Mtn	6/4/2015	1.76	7/1/2021	<u>2,300,000</u>	<u>1,505,000</u>	<u>795,000</u>
	Total GO - Eagle Mtn				<u>2,300,000</u>	<u>1,505,000</u>	<u>795,000</u>
	Grand Total				<u>\$ 18,970,000</u>	<u>\$ 16,260,000</u>	<u>\$ 2,710,000</u>

GO General Obligation Bonds

Rev Revenue Bonds

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

FY19-20 BUDGET HIGHLIGHTS

Departmental Funding Requests:

There were \$1,417,918 in Core Services Supplemental Budget requests submitted with \$524,518 recommended as follows:

General Fund

- Administration - \$63,000
- Municipal Court - \$41,200
- Development Services - \$10,000
- Community Services - \$29,000

Other Funds

- Court Enhancement Fund - \$130,000
- Environmental Fund - \$30,000
- Vehicle Replacement - \$171,318
- Development Fees Funds - \$50,000

The above recommendations were offset by \$426,518 in new or accumulated revenue. Net increase recommended is \$98,000.

FY19-20 BUDGET HIGHLIGHTS

- Public Safety increases total \$693,173.
 - Law Enforcement 14.3% Contract Increase
 - Fire Service 3% Contract Increase
- Council directed a salary adjustment of 3½%
 - to be implemented with 2% on 7/1/2019 and 1½% on 1/1/2020 – cost is \$132,142

FY19-20 BUDGET SUMMARY

Fund	Revenues	Expenditures	Source (Use) of Reserves
Operating Funds	\$17.6M	\$17.6M	---
HURF	\$3.5M	\$5.2M	(\$1.7M)
Excise Tax	\$.5M	\$.6M	(\$0.1M)
Special Revenues	\$2.3M	\$2.7M	(\$0.4M)
Debt Service	\$2.1M	\$2.4M	(\$0..3M)
Capital Projects	\$0.9M	\$4.1M	(\$3.2M)
TOTALS	\$26.9M	\$32.6M	(\$5.7M)

SUMMARY OF CHANGES FY19-20 BUDGET

Expenditure Details	FY18-19	FY19-20	% Change
SERVICE	\$ million	\$ million	%
Wages & Benefits	\$4.4M	\$5.1M	15.2%
Supplies & Services	\$1.8M	\$1.3M	(27.6%)
Contractual Services	\$11.3M	\$11.6M	2.5%
Maintenance/Utilities	\$6.1M	\$5.7M	(7.0%)
Capital Expense from all Funds	\$5.1M	\$3.7M	(27.5%)
Debt Service	\$2.8M	\$2.4M	(13.8%)
Internal Service/ Contingency	\$0.9M	\$2.8M	213.1%
TOTAL	\$32.4M	\$32.6M	0.5%

GENERAL FUND OPERATING BUDGETS

Expenditure Details	FY18-19	FY19-20	Change	Change
SERVICE	\$ Budget (revised)	\$ Budget	\$ Change	%
Council	\$82,592	\$98,544	\$15,952	19.3%
General Government	\$616,326	\$1,073,362	\$457,036	74.2%
Administration, Finance, HR, IT, Legal	\$2,438,780	\$2,050,966	(\$387,814)	(15.9%)
Court Services	\$342,027	\$397,276	\$55,249	16.2%
Public Works, Facilities, Engineering	\$1,035,576	\$1,100,934	\$65,358	6.3%
Development Services, Planning & Zoning, Building Safety, Code Enforcement, GIS	\$1,105,398	\$1,100,290	(\$5,108)	(0.5%)
Community Services, Recreation, Parks, Community Center, Seniors	\$2,520,781	\$2,595,839	\$75,058	3.0%
Fire, Emergency Medical Services	\$3,918,227	\$4,021,299	\$103,072	2.6%
Law Enforcement	\$4,211,488	\$4,785,920	\$574,432	13.3%
TOTAL OPERATING BUDGET	\$16,271,195	\$17,224,430	\$953,235	5.9%

GENERAL FUND

OPERATING BUDGETS - CHANGES

Supplemental Budget Requests	\$ 98,000
New positions and reclassifications	302,305
Salary adjustment – 2% on 7/1/2019; 1.5% on 1/1/2020	111,730
Rural Metro increase	108,400
MCSO increase	584,773
Increase in contingency	138,711
Reduction in legal costs	(229,000)
Reduction in contract for inspections	(104,413)
Other changes	<u>(57,271)</u>
Changes FY18-19 to FY19-20	\$ 953,235

FY19-20 Capital Projects

- D6047 – Miscellaneous Drainage Improvements (\$50,000 CIP)
- D6055 – Drainage – Civic Center Improvements (\$50,000 CIP)
- D6056 – Drainage – Eagle Mountain Pkwy (\$75,000 CIP)
- D6057 – Golden Eagle Impoundment Area (\$500,000 CIP)
- F4029 – Civic Center Improvements (\$150,000 CIP)
- F4033 – Street Yard Sign Shop Building (\$150,000 HURF)
- F4034 – Solar Power Generating System (\$50,000 CIP)
- P3033 – Video Surveillance Cameras (\$50,000 CIP)
- P3035 – Four Peaks Park Upgrades (\$335,000 CIP)
- S6003 – Unpaved Alley Paving – Phase IV (\$255,000 CIP)
- S6015 – Fountain Hills Boulevard Widening (\$100,000 CIP)

FY19-20 Capital Projects - continued

- S6051 – Avenue of the Fountains/La Montana Intersection Improvements (\$600,000 Downtown Strategy)
- S6058 – Shea Boulevard Widening – (Total \$130,000; \$40,000 CIP; \$90,000 Grant)
- S6061 – Sidewalk Infill Program (\$200,000 HURF)
- S6062 – AOTF/Verde River Intersection Improvements (\$350,000 Downtown Strategy)
- Contingency - \$152,250 (CIP)

Total

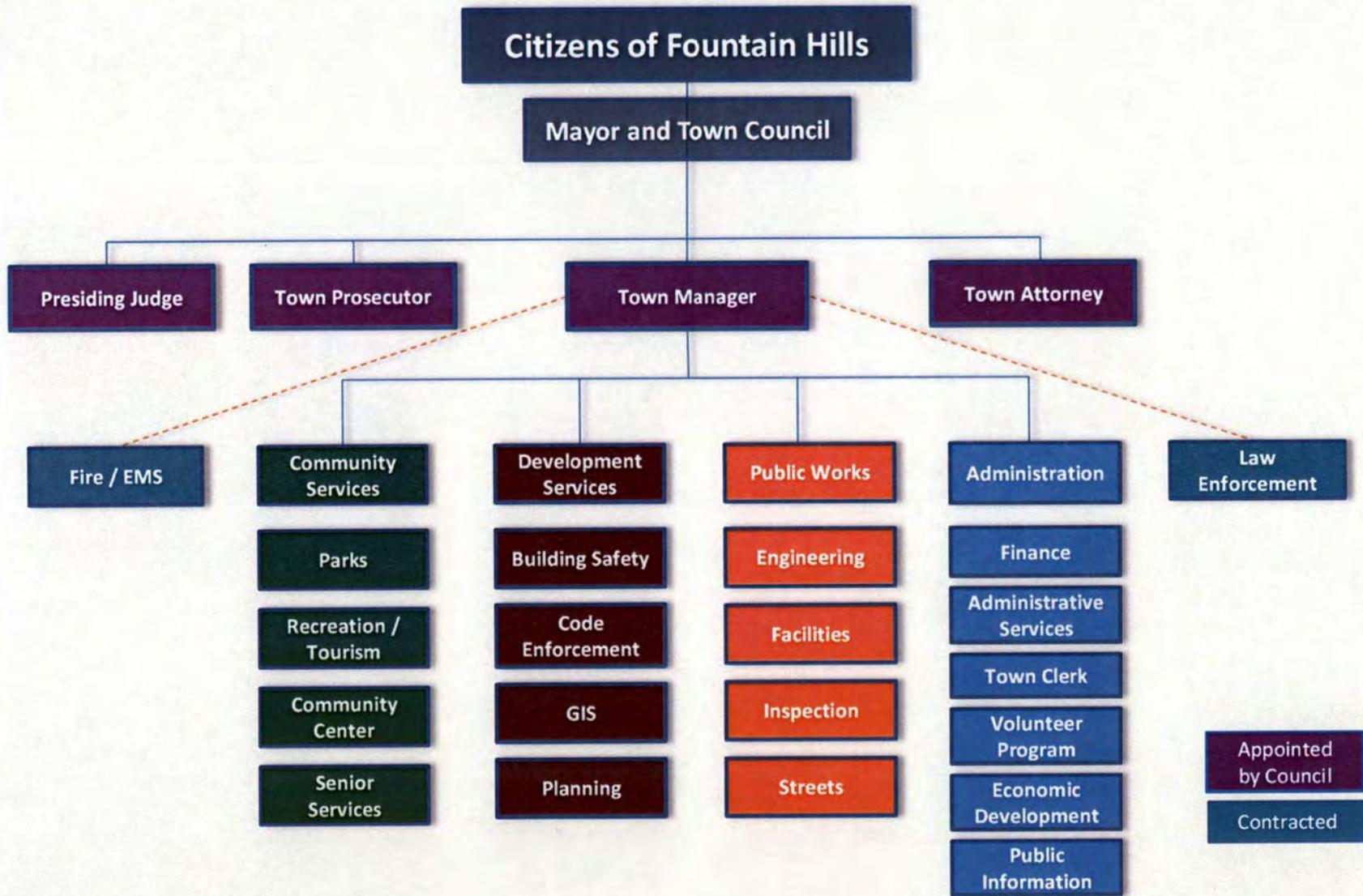
\$3,197,250

RESERVE FUNDS (FUND BALANCES)

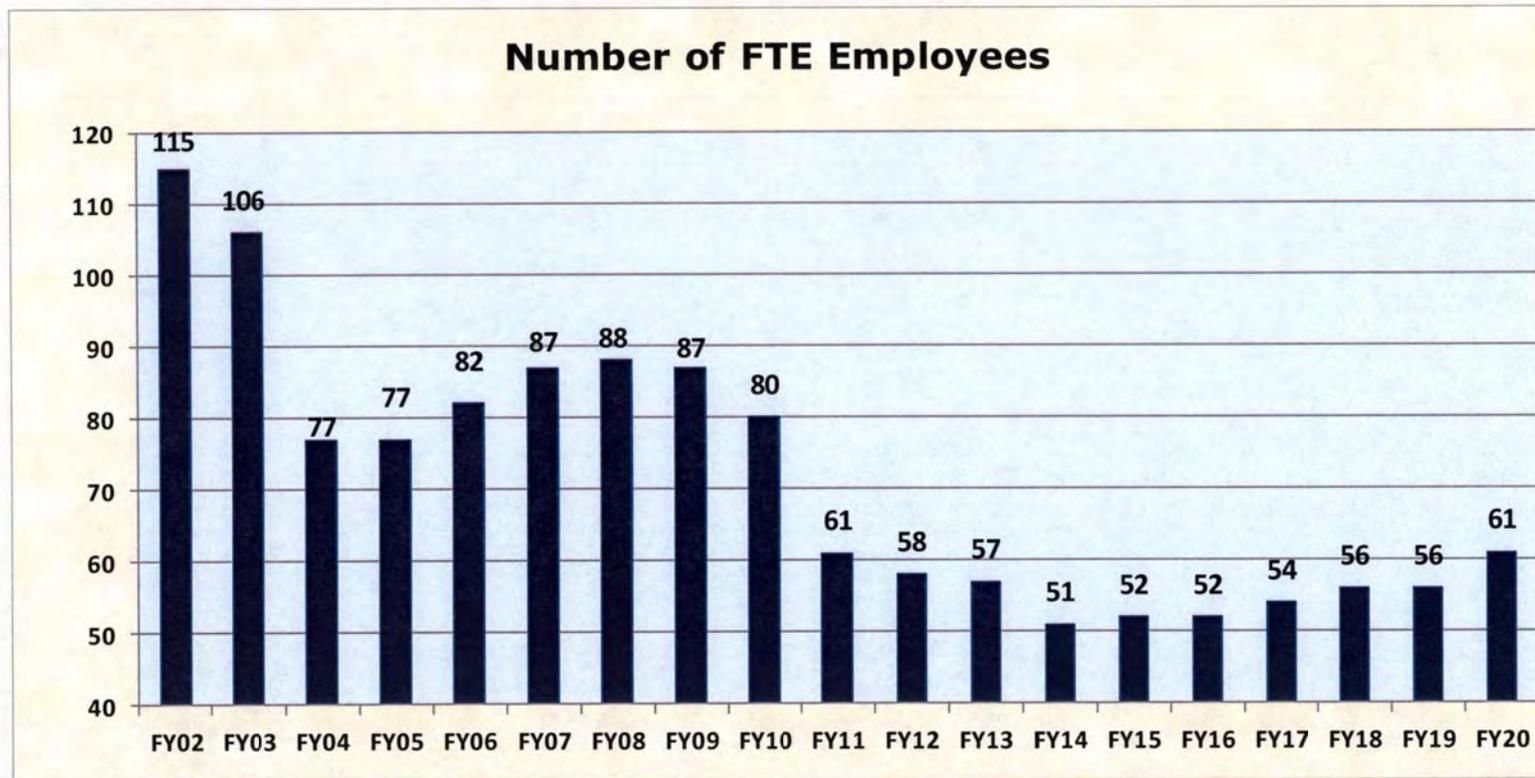
Fund	6/30/2019 Estimated Year End Balance
General Fund (includes Rainy Day Fund)	\$ 7,563,163
Highway User Revenue Fund	1,551,568
Downtown Strategy Fund	999,902
Economic Development/Tourism Funds	38,897
Special Revenue Funds	767,338
Debt Service Funds	(286,045)*
Capital Projects Fund	<u>2,911,907</u>
TOTAL	\$13,546,730

Does not include transfer from the General Fund of \$303,235.

Town of Fountain Hills Organization



PERSONNEL



Increase resulted from adding full-time Senior Building Inspector, Code Enforcement Officer, Procurement Officer, Streets Technician and part-time Account Clerk.

PERSONNEL

- Personnel requests from Development Services, Public Works, Administration, Municipal Court and Community Services
- 4 new full-time (revenue or expenditure offsets for two positions) and 1 new part-time (expenditure offset) staff positions recommended
- **49 Full Time** Employees/ **27 Part Time** Employees...**60.82** Total Full Time Equivalent Employees (with proposed additional staff)
- 3.5% general wage increase for FY19-20
- AZ Metropolitan Trust has saved Town annually in medical, dental, vision, and other employee benefit costs
- Total Personnel Costs (with proposed additional staff) **\$5,138,270**. Increase of **15.2%**

PERSONNEL & BENEFITS

\$4,955,439  **11.1%**

(with proposed additional staff)

WAGES and BENEFITS BY FUND	FY18-19 REVISED BUDGET	FY19-20 PROPOSED BUDGET	INCREASE/ (DECREASE) PRIOR YEAR
General Fund	\$3,759,239	\$4,238,678	12.8%
HURF	\$421,249	\$536,394	27.3%
Economic Development	\$187,996	\$254,289	35.3%
Tourism Fund	\$66,407	\$68,607	3.3%
Environmental Fund	\$24,353	\$40,302	65.5%
TOTAL	\$4,459,244	\$5,138,270	15.2%

Full Time Equivalent (FTE) Employees:

FY17	FY18	FY19	FY20
53.94	55.94	56.89	60.82

FY19-20 ANNUAL BUDGET

FY19-20 TENTATIVE BUDGET

\$32,562,699

FY19-20 BUDGET ADOPTION STEPS

Approval of Three (3) Budget Resolutions:

- **1st Resolution** Adopts the Proposed Budget on May 7, 2019
- **2nd Resolution** Adopts the Final Budget on June 4, 2019, and clarifies the parameters of administering the FY19-20 Budget
 - Provides policy direction in administering policies and procedures governing planned budgeted expenditures
 - Highlights the parameters of various departmental and program expenditures for the Final Adopted Budget
 - Approves the Organizational Charts, FTE Schedule, Job Descriptions and Pay Plan for FY FY19-20
 - Includes adoption of the Fee Schedule as proposed
- **3rd Resolution** Adopts the Tax Levy on June 18, 2019

Approval of Ordinance and Resolution on June 18:

- **Ordinance** Adopts the Proposed Sales Tax increase
- **Resolution** Adopts the Public Safety Fee



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 5/7/2019
Agenda Type: Regular

Meeting Type: Regular Session
Submitting Department: Public Works

Staff Contact Information: jweldy@fh.az.gov

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF approving the first amendment to Cooperative Purchasing Agreement C2018-107 with Larry H. Miller Ford for the purchase of one new light duty truck in the amount not to exceed \$54,427.97

Applicant: NA

Applicant Contact Information: NA

Owner: NA

Owner Contact Information: NA

Property Location: NA

Related Ordinance, Policy or Guiding Principle: Town of Fountain Hills Vehicle Replacement Program Policy.

Staff Summary (background): The purpose of the Vehicle Replacement Program Policy adopted by Town Council is to provide an authoritative decision-making process for the evaluation, selection, and multi-year scheduling of vehicle replacements based on a projection of available fiscal resources and the vehicle's age, mileage, engine hours and repair costs. The objectives of the program are to:

- Ensure the timely purchase, repair and replacement of the Town's vehicles;
- Serve as a link in the Town's planning between the Town's operating and capital budgets;
- Maintain control over the Town's long-term cash flow in relation to the Town's financial capacity; and
- Ensure efficient, effective and coordinated vehicle acquisition and replacement.

Per the Vehicle Replacement Program Policy, the guidelines below shall be utilized. Vehicles may also be replaced due to excessive maintenance and repair costs.

Light Duty Trucks: 10 years/100,000 miles

Vehicles being replaced will be sent to auction with the proceeds being deposited into the Vehicle Replacement Fund.

The existing vehicle is a light duty 2009 truck.

Risk Analysis (options or alternatives with implications): The vehicle is for the Fire Chief. The primary risk is delayed response time due to excessive wear or vehicle breakdown.

Fiscal Impact (initial and ongoing costs; budget status): \$54,427.97

Budget Reference (page number): 408

Funding Source: Vehicle Replacement Fund

If Multiple Funds utilized, list here: NO

Budgeted; if No, attach Budget Adjustment Form: Yes

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

Staff Recommendation(s): approval of the first amendment to Cooperative Purchasing Agreements C2018-107 with Larry H. Miller Ford for the purchase of one new light duty truck in the amount not to exceed \$54,427.97

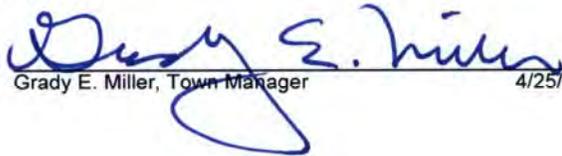
List Attachment(s): Contract C2018-107.1

SUGGESTED MOTION (for Council use): Move to approve the amendment to Cooperative Purchasing Agreement C2018-107 with Larry H. Miller in the amount not to exceed \$54,427.97

Prepared by:

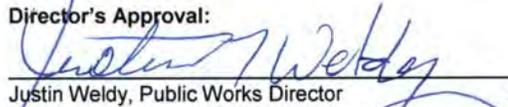
Jeff Pierce, Streets Superintendent 2/26/2019

Approved:



Grady E. Miller, Town Manager 4/25/2019

Director's Approval:



Justin Weldy, Public Works Director 2/26/2019

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
LHM CORP MFD
D/B/A
LARRY H. MILLER FORD MESA**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of May 7, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and LHM CORP MFD d/b/a Larry H. Miller Ford Mesa, a Utah corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Mesa, Arizona. (the "City") entered into Contract No. 2018086, dated March 19, 2018, (the "City Contract"), with Berge Ford, Inc., an Arizona corporation ("Berge"), for the purchase of 2017 or newer light duty half ton pickup trucks. All of the capitalized terms not otherwise defined in this First Amendment have the same meanings as defined in the Contract. The City Contract is attached as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town and Berge entered into a Cooperative Purchasing Agreement dated June 5, 2018, based upon the City Contract (the "Agreement"), for the purchase of 2017 or newer light duty half ton pickup trucks (the "Services and Materials"). The terms of the Agreement are incorporated herein.

C. The City Contract was assigned to Contractor effective March 1, 2019, a copy of which assignment is included in Exhibit A.

D. The Town has determined that additional Materials and Services (the "Additional Materials and Services") are necessary.

E. The Town and the Contractor desire to enter into this First Amendment to increase the compensation authorized by the Agreement for the Additional 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. Assignment. In addition to any rights and obligations set forth in this First Amendment, Contractor hereby agrees to perform all obligations agreed to by Berge in the underlying Agreement and shall be entitled to all rights of Berge thereunder.

2. Compensation. The Town shall increase the compensation to Contractor by not more than \$54,427.97 for the Additional Materials and Services as set forth in Exhibit B, the terms of which are and incorporated herein, resulting in an increase of the aggregate not-to-exceed compensation from \$46,402.34 to \$100,830.31.

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

If to the Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Grady E. Miller, Town Manager

With copy to: Pierce Coleman PLLC
 4711 East Falcon Drive, Suite 111
 Mesa, Arizona 85215
 Attn: Aaron D. Arnson, Town Attorney

If to Contractor: LHM CORP MFD
 d/b/a Larry H. Miller Ford Mesa
 460 East Auto Center Drive
 Mesa, Arizona 85204
 Attn: Scott Dietrich

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

4. 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.

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

6. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

7. Conflict of Interest. This First Amendment and the Agreement may be cancelled by the Town pursuant to Ariz. Rev. Stat. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

CP
4/25/19

Grady E. Miller, Town Manager

ATTEST:

Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

Aaron D. Arnson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, 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"

LHM CORP MFD
D/B/A LARRY H. MILLER FORD MESA,
a(n) Utah corporation

By: Theresa Worthen

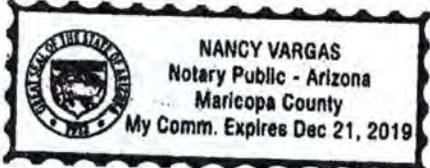
Name: Theresa Worthen

Title: Gov't. Sales mgr.

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On 22, April, 2019, before me personally appeared _____
Theresa Worthen, the Gov't Sales mgr. of LHM CORP MFD D/B/A
LARRY H. MILLER FORD MESA, a(n) Utah 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.



(Affix notary seal here)

Nancy Vargas
Notary Public

EXHIBIT A
TO
FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
LHM CORP MFD
D/B/A
LARRY H. MILLER FORD MESA

[Mesa Contract]

See following pages.



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2018086
2017 OR NEWER LIGHT DUTY HALF TON PICKUP TRUCKS**

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St. Suite 400 Mesa, AZ 85201
Attention	Darryl Woodson, CPPB Senior Procurement Officer
E-Mail	Darryl.Woodson@MesaAZ.gov
Telephone	(480) 644-3261
Facsimile	(480) 644-2655

AND

Berge Ford, ("Contractor")

Mailing Address	460 E Auto Center Drive Mesa, AZ 85204
Delivery Address	
Attention	Theresa Worthen, Government Fleet Sales
E-Mail	tworthen@bergeford.com
Telephone	480-497-7544
Facsimile	

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This agreement pursuant to solicitation ("Agreement") is entered into this 19th day of March, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Berge Ford, a(n) State corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number **2018086** ("Solicitation") for **2017 OR NEWER LIGHT DUTY HALF TON PICKUP TRUCKS**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on March 20, 2018 and ending on March 19, 2019. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 **Delivery**. Delivery shall be made to the location(s) contained in the Detailed Specifications within 200 days after receipt of an order.
2. **Detailed Specifications**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Detailed Specifications") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Detailed Specifications unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Detailed Specifications. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Detailed Specifications.
3. **Orders**. Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation and Response, the language of the documents will control in the following order.

- a. Agreement
- b. Exhibits
 1. Mesa Standard Terms & Conditions
 2. Detailed Specifications/Technical Specifications
 3. Other Exhibits not listed above
- c. Solicitation including any addenda
- d. Contractor Response

5. **Payment.**

- 5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("**Pricing**") in consideration of Contractor's performance of the Detailed Specifications during the Term.

- 5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- 5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

Sixty (60) days prior to the initial one (1) year contract effective date, the Bidder may submit a written request that the City increase the prices in the amount no more than the twelve (12) month change in the **Producer Price Index for 336110**, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>).

The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld. Renewal prices for the second contract year shall be firm for a minimum of a one hundred eighty (180) days.

- 5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation

demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable Taxes; and
- j. Total amount due.

5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance.**

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

- 6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
 - 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
 - 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
 - 6.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
 - 6.9.4 Owners & Contractors Protective Liability Coverage (OCP)
 - 6.9.5 Garage Liability – Occurrence Form
7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C.**

9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- o (A) Detailed Specifications / Technical Specifications
 - o (B) Pricing
 - o (C) Mesa Standard Terms and Conditions
13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

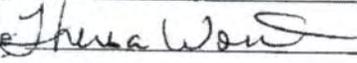
RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet, and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
 - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
 - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
 - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: BERGE FORD

Signature: 

Printed Name: THERESA WORTHEN

Title: GOVERNMENT FLEET SALES

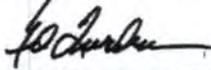
Date: 11/28/17

City Acceptance of Offer

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2018086**.

Awarded this 19th day of March, 2018.



Digitally signed by Edward Quedens
Location: City of Mesa Business
Services
Date: 2018.04.10 11:03:28-07'00'

Edward Quedens, CPPO, C.P.M.
As Business Services Director

REVIEWED BY:

By: DJW

Contract Title: 2019 Light Duty Half Ton Pickup Trucks	
Contracting Agency: Mesa	Contract Number: 2018086
Effective Date: 3/1/2019	Expiration Date: 2018086
Questionnaire	
<p>Is the contract performance expected to Change due to the assignment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Are there any material changes to the contract such as terms or obligations; specifications; timelines or delivery periods; price; etc.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is the contract high profile? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is there a political element? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Was the contract recently awarded? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="padding-left: 40px;">If yes, was the new contractor a respondent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
Comments	
Name change from Berge Ford to Larry H. Miller Ford Mesa, effective March 1, 2019. All other terms are to remain unchanged.	

Reviews:

Garryl Woodson 4/3/2019
 1) Procurement Officer Date

ML Carter 4/8/2019
 2) Purchasing Administrator Date

Chief Procurement Officer:

- Memo to Council
- Council Approval

 3) Chief Procurement Officer Date

EXHIBIT B
TO
FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
LHM CORP MFD
D/B/A
LARRY H. MILLER FORD MESA

[Contractor Quotation]

See following pages.

"We Take Care of Our Neighbors" BERGE FORD

460 E. Auto Center
Mesa, AZ 85204
(480) 497-1111

**Customized Desking
Proposal Options**

www.bergeford.com

BUYER

CO-BUYER

FOUNTAIN HILLS FIRE DEPT
16705 E
FOUNTAIN HILLS, AZ 85268-3815
Home #: (602) 326-6051
Work #:
Email: JPIERCE@FH.AZ.GOV

Home #:
Work #:
Email:

Salesperson 1: THERESA WORTHEN
Salesperson 2:

Deal #: 281746
Deal Type: Retail
Deal Date: 02/19/2019
Print Time: 03:51pm

VEHICLE

New	<input checked="" type="checkbox"/>	Stock #:	Description:	VIN:	Mileage:
Used	<input type="checkbox"/>	ORDER	2019 FORD TRUCK F-150 SERIES		
Demo	<input type="checkbox"/>				

TRADE

AFTERMARKETS

AEP UP-FIT \$ 10,019.32

Total Aftermarkets: \$ 10,019.32

Rate:
Total Unpaid Balance/Amount to Finance: \$ 54,427.97

Berge Ford Sale Price:	\$	40,349.00
Total Financed Aftermarkets:	\$	10,019.32
Total Trade Allowance:	\$	0.00
Trade Difference:	\$	50,368.32
Documentary Fee/VTR:	\$	0.00
State & Local Taxes:	\$	4,054.65
Total License and Fees:	\$	5.00
Total Cash Price:	\$	54,427.97
Total Trade Payoff:	\$	0.00
Delivered Price:	\$	54,427.97
Cash Down Payment + Deposit:	\$	0.00
Unpaid Balance/Amount to Finance:	\$	54,427.97
ESC Premium:	\$	0.00
GAP Insurance:	\$	0.00
LAH/IUI Premium:	\$	0.00
LAH/IUI Premium:	\$	0.00
Total Unpaid Balance/Total		
Total Unpaid Balance/Total Amount to Finance:	\$	54,427.97

Customer's Signature Accepting Berge Ford's Proposal

Approving Sales Manager's Signature Accepting Customer's Offer

Desk Manager:

All payments and APR subject to credit approval as stated by the accepting lending institution.

"World Class Customer Service... Before, During and After the Sale"

CNGP530

VEHICLE ORDER CONFIRMATION

02/05/19 11:06:46

==>

Dealer: F71175

2019 F-150

Page: 1 of 2

Order No: G039 Priority: D1 Ord FIN: QW505 Order Type: 5B Price Level: 950
Ord PEP: 301A Cust/Flt Name: FTN HILLS PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
W1E	F150 4X4 CREW	\$42915	\$40125.00	7000# GVWR		
	145" WHEELBASE			CA XLT VALUE PK		
PQ	RACE RED			PRO TRAILER AST		
M	PREM CLOTH			53A TRAILER TOW PKG	995	906.00
G	MED EARTH GRAY			MIR DUAL PWR		
301A	EQUIP GRP	2150	1957.00	55A FX4 OFF ROAD	905	823.00
	.XLT SERIES					
	.8-WAY PWR SEAT			TOTAL BASE AND OPTIONS	53690	46554.12
	.REAR DEFROSTER			XLT MID DISCOUNT	(1000)	(910.00)
	.SIRIUSXM RADIO			XLT MID DISCT CRM/SPRT	(750)	(683.00)
995	5.0L V8 FFV ENG	1995	1816.00	TOTAL	51940	44961.12
44G	ELEC 10-SPDAUTO			*THIS IS NOT AN INVOICE*		
T8C	LT275/65R18C	295	269.00			
XL6	3.73 ELEC LOCK	150	137.00	* MORE ORDER INFO NEXT PAGE *		
	LT CAPABILITY					

F1=Help

F2=Return to Order

F8=Next

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC20305

CNGP530

VEHICLE ORDER CONFIRMATION

02/05/19 11:16:11

==>

Dealer: F71175

2019 F-150

Page: 2 of 2

Order No: G039 Priority: D1 Ord FIN: QW505 Order Type: 5B Price Level: 950

Ord PEP: 301A Cust/Flt Name: FTN HILLS PO Number:

	RETAIL	DLR INV	RETAIL	DLR INV
.SKID PLATES			TOTAL BASE AND OPTIONS	\$53690 \$46554.12
.FLOOR LINER			XLT MID DISCOUNT	(1000) (910.00)
655 EXT RANGE TANK	445	405.00	XLT MID DISCT CRM/SPRT	(750) (683.00)
67T TRL BRAKE CONTR	275	250.00	TOTAL	51940 44961.12
76R REV SENSING SYS	275	250.00	*THIS IS NOT AN INVOICE*	
86B XLT CHROME PKG	1695	1543.00		
.CHROME STEP BAR				
.18" CHROME-LIKE				
FLEX FUEL				
SP DLR ACCT ADJ		(2154.00)		
SP FLT ACCT CR		(1384.00)		
FUEL CHARGE		9.12		
B4A NET INV FLT OPT	NC	7.00		
DEST AND DELIV	1595	1595.00		

F7=Prev

F3/F12=Veh Ord Menu

F1=Help

F2=Return to Order

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC20305



Quotation

Date Feb 4, 2019	Page 1
Order Number QTE0023393	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Berge Ford
460 E Auto Center Dr
Mesa, AZ 85204

Ship To:

Berge Ford
460 E Auto Center Dr
Mesa, AZ, 85204

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Fountain Hills Fire/ Berge Ford F150		BER10601	TFH	Feb 4, 2019		NET30

Year	Make	Model	Color	State Contract #
2019	Ford	F150-		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Berge - Theresa Worthen 480-497-7544 tworthen@bergeford.com Fountain Hills Fire - Jeff Pierce 480-749-5258 Fountain Hills Fire/ Berge Ford F150 Crew Cab Chief F150 *** Front Of Vehicle *** *** Push Bumper ***			
1.00	BUMP00704 / 36-52065	Westin Elite XD push Bumper Ford F-150 *** Grill Lighting ***	482.1300	N	482.13
2.00	MISC90000 / MISC	Whelen Inactive TLI2D Red/White LEDs *** Headlight Flasher ***	109.9000	N	219.80
1.00	FLAS00095 / ETHFSS-SP	100% SS multi pattern headlight flasher no *** Speakers Mounted to Push Bumper ***	35.0000	N	35.00

Quotation continued on next page ...



Quotation

Date Feb 4, 2019	Page 2
Order Number QTE0023393	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Berge Ford
460 E Auto Center Dr
Mesa, AZ 85204

Ship To:

Berge Ford
460 E Auto Center Dr
Mesa, AZ, 85204

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Fountain Hills Fire/ Berge Ford F150		BER10601	TFH	Feb 4, 2019		NET30

Year	Make	Model	Color	State Contract #
2019	Ford	F150-		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	SPEA00062 / SA315P	SA315P SPEAKER, BLACK PLASTIC PL-2014-01-01	229.6000	N	459.20
2.00	SPEA00067 / SAK1	Whelen Universal Siren Mount for SA315P Siren Speaker. *** Master Wiring Harness ***	28.7000	N	57.40
1.00	PATC00200 / 03-0115	Full Patrol Power for F-150 New Aluminum Body *** Front 1/4 Panel LEDs ***	499.0000	N	499.00
2.00	MISC90000 / MISC	Whelen Inactive TL12D Red/White LEDs *** Slick Top Windshield Lightbar ***	109.9000	N	219.80
1.00	LBAR03116 / ISFW478	DUO FST INNER EDGE XLP 10LT FOR 15 + F-150 *** Under Side Mirror LEDs ***	1,277.1400	N	1,277.14
2.00	LEDS03659 / ENT2B3RBW	Soundoff under mirror Intersector LED tri-color red/blue/whi *** Interior Rear Window Lighting ***	149.0000	N	298.00

Quotation continued on next page ...



Quotation

Date Feb 4, 2019	Page 3
Order Number QTE0023393	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Berge Ford
460 E Auto Center Dr
Mesa, AZ 85204

Ship To:

Berge Ford
460 E Auto Center Dr
Mesa, AZ, 85204

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Fountain Hills Fire/ Berge Ford F150		BER10601	TFH	Feb 4, 2019		NET30

Year	Make	Model	Color	State Contract #
2019	Ford	F150-		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	LBAR03040 / D6RRRBBB	Dominator 6LED R/R/R/B/B/B *** Bed ARE Fusion Cover ***	370.3000	N	370.30
1.00	MISC90000 / MISC	ARE Fusion Painted to match Race Red Toms *** Exterior Rear Lighting *** *** LED to Replace OEM Reverse Light ***	1,468.9500	N	1,468.95
2.00	LEDS03657 / ELUC3H010E	5 wire independent control UC Universal LED Insert BW *** Tail Flasher ***	66.5000	N	133.00
1.00	FLAS00022 / ETFBSSN-P	Sound Off backflash module. Ford *** Light Strip Mounted between Tail Gate and Bumper ***	38.5000	N	38.50
3.00	MISC90000 / MISC	Whelen PSD02FCR Strip Light plus duo Red White mounted rear *** Radio Items ***	120.4000	N	361.20
3.00	ANTE00364 / NMOKHFUDFME*	Twenty-Five (25) Foot Radio Coax Cable Kit with FME	19.9000	N	59.70

Quotation continued on next page ...



Quotation

Date Feb 4, 2019	Page 4
Order Number QTE0023393	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Berge Ford
460 E Auto Center Dr
Mesa, AZ 85204

Ship To:

Berge Ford
460 E Auto Center Dr
Mesa, AZ, 85204

Reference Fountain Hills Fire/ Berge Ford F150	PO Number	Customer No. BER10601	Salesperson TFH	Order Date Feb 4, 2019	Ship Via	Terms NET30
----------------------------------------------------------	------------------	---------------------------------	---------------------------	----------------------------------	-----------------	-----------------------

Year 2019	Make Ford	Model F150-	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	RADI00731 / HSN4032B	Motorola Radio Speaker	70.0000	N	140.00
		*** Graphics ***			
1.00	VACC00885 / Graphics	Graphics Kit and Installation	965.2000	N	965.20
39.00	LABO90060 / LABOR	EVT Installation Labor	65.0000	N	2,535.00
1.00	INST05440 / AEP-Misc	Shop Supplies	100.0000	N	100.00
		Shipping		N	300.00
		Customer Supplied Materials/Equipment			
0.00	INST05685 / CSM	CSM Truck Bed Cargo box and slider	0.0000	N	0.00
1.00	INST05685 / CSM	CSM Remote Hand Held Motorola APX 7500	0.0000	N	0.00
1.00	INST05685 / CSM	CSM Remote Hand Held 200 Watt Siren Controller	0.0000	N	0.00

Thank you for the opportunity to earn your business Terms & Conditions: <ul style="list-style-type: none"> • Estimates valid for 60 days • Our installations are backed by a 5-year quality warranty • Orders will be invoiced upon notification of completion • Returns subject to 25% restocking fee. No returns on special order items. SIGNATURE (not required if PO/contract is issued) _____	Parts	7,184.32
	Labor / Services	2,535.00
	Trans / Trip / Fee	0.00
	Shipping	300.00
	Order Discount	0.00
	Subtotal	10,019.32
Total sales tax	0.00	
	Total order	10,019.32



Fountain Hills Fire Department 2019 F150 Slick Top Chief Build



AEP
A SONCELL NA COMPANY

Inner Edge® DUO Windshield LB



Patrol Power wiring
harness - fuse box

Red/Blue LED



Westin Push Bumper



Opticom Emitter



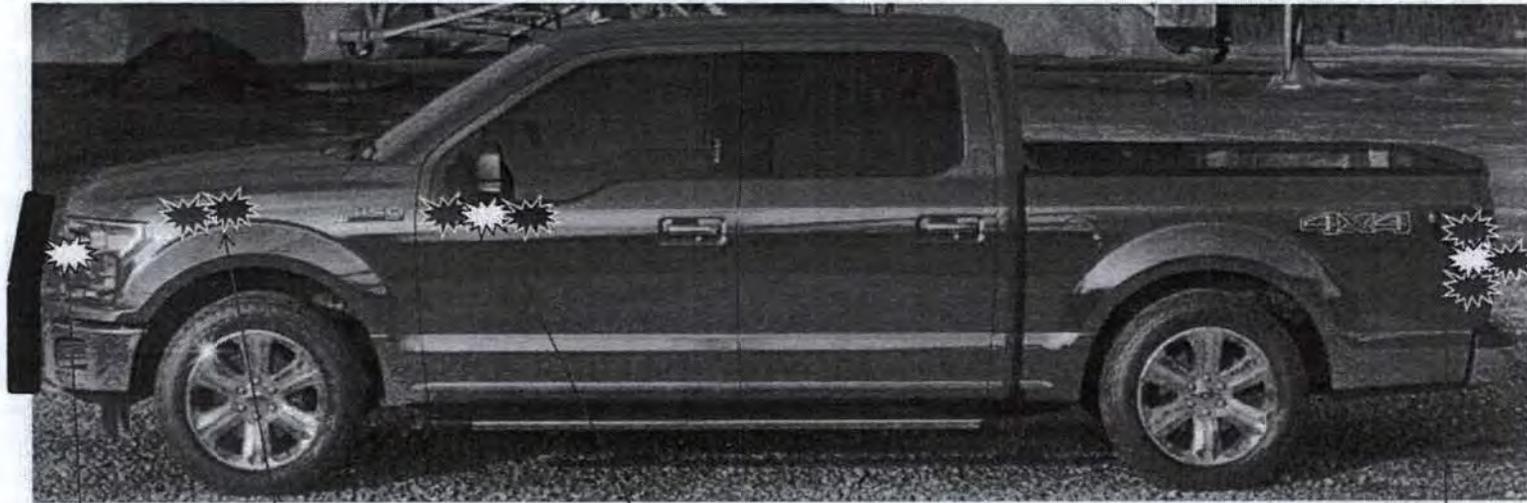
Intersector Under
Mirror LED
R/B/W



Headlight Flasher



Fountain Hills Fire Department 2019 F150 Slick Top Chief Build



Headlight Flasher



Red/Blue LED



Intersector Under
Mirror LED
R/B/W



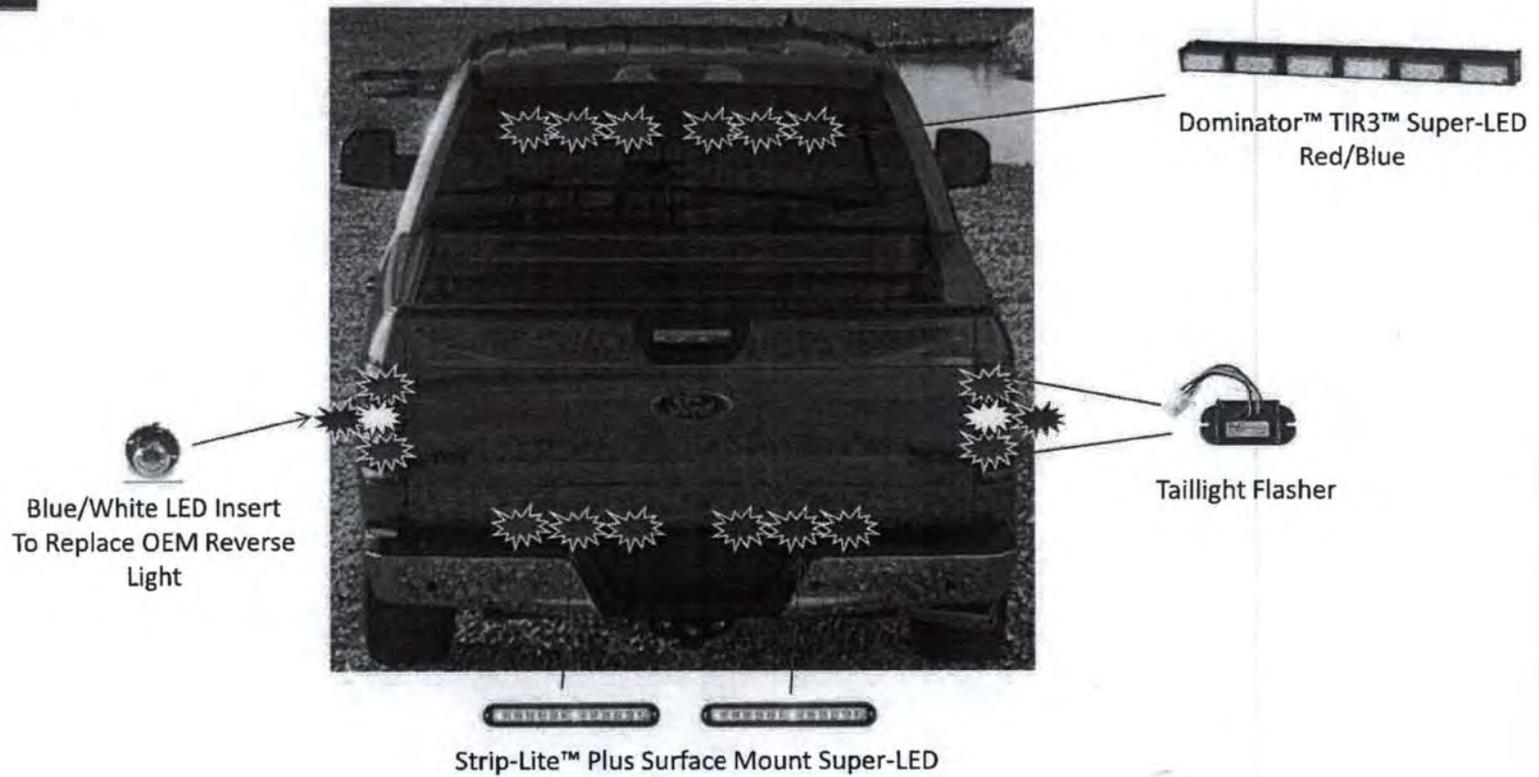
Taillight Flasher



Blue/White
LED Insert
To Replace
OEM Reverse
Light



Fountain Hills Fire Department 2019 F150 Slick Top Chief Build





Fountain Hills Fire Department 2019 F150 Slick Top Chief Build



Race Red Painted Tonneau Cover





Fountain Hills Fire Department 2019 F150 Slick Top Chief Build

CSM Cargo Box Moved from 2009 F150
to mount in 2019 F150 Bed Under
Tonneau Cover



AEP
A SONCELL NA COMPANY





Fountain Hills Fire Department 2019 F150 Slick Top Chief Build



CSM Hand Held Radio



CSM Hand Held Siren Controller





CONTRACT/GRANT INFORMATION SHEET - AMENDMENT

Date: 2/13/2019			
Staff's Name: Justin T. Weldy		Department: Public Works	
Vendor's Name: LHM CORP MFD		Vendor Number:	1120
Address: 460 East Auto Center Drive Mesa, AZ 85204			
Phone: 480-497-7548			
Received W9: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> ALREADY IN SYSTEM			
Business License #: NA		Exp. Date: NA	

ACCOUNTING SUMMARY	Org	Object	Project/#	\$
Accounting Code:	VRF	8010		
Accounting Code:				
Accounting Code:				
TBD(used for variety of different things/departments/funds):	Choose an item.			

CONTRACT SUMMARY

Contract Number Assigned:	C2018-107.1		
Current Contract Total:	\$54,427.97	Total Contract Amount with Renewals:	\$100,830.31
Brief Description of Service:	New/Replacement Vehicle FY 18-19		
If Renewable:	#1	Total # of Renewals Max:	2
FY Cumulative Vendor Totals:	Does this Contract put it over \$50,000	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Contract Beginning Date:	6/5/2018		
Contract Expiration Date:	6/5/2019		
Budgeted Expenditure:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Budget Page #:	410		
Approved by Council:	<input checked="" type="checkbox"/> Yes; Date: 5/7/2019	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Insurance Certificate provided:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Warranty Period:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, expires SEE AGREEMENT
Estimated Start Date:	5/7/2019		
Estimated Completion Date:	6/5/2019		

GRANT SUMMARY

Paid for by Grant:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Grantee:		
Grant Number Assigned:	Resolution Number:	
Date Council Approved:		

*Proposal or Statement of Qualifications from Vendor Attached

*Bid/RFQ/RFP Schedule Attached

Finance **requires** a "contract cover sheet" prior to processing the approved/signed contract/agreement for payment(s).



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 5/7/2019

Meeting Type: Regular Session

Agenda Type: Regular

Submitting Department: Public Works

Staff Contact Information: Justin T. Weldy, 480-816-5133 jweldy@fh.az.gov

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF Approving Professional Services Agreement C2019-087 with Montgomery Engineering & Management, L.L.C. for civil engineering services in the amount not to exceed \$105,000.00 over the three year term.

Applicant: NA

Applicant Contact Information: NA

Owner: NA

Owner Contact Information: NA

Property Location: NA

Related Ordinance, Policy or Guiding Principle: Adopted Procurement Code.

Staff Summary (background): This Agreement will allow staff to accomplish projects approved by Town Council annually as part of the budget. The projects include, Capital Improvements, Engineering projects, Pavement Management, Park and Right-of-Way improvements.

This agreement will significantly reduce the time and effort required by Town staff to complete projects on time and within budget due to limited staffing in the Engineering and CAD/GIS Departments.

Montgomery Engineering is a long established and well-respected local firm and has collaborated with Town staff on numerous projects over the last thirty years.

This Professional Services Agreement with Montgomery Engineering and Management, LLC will be the base contract utilized by staff for anticipated work approved by Town Council as part of the Town budget.

Risk Analysis (options or alternatives with implications): Possible delays for Council approved projects.

Fiscal Impact (initial and ongoing costs; budget status): \$35,000.00 (initial term) \$105,000.00 (with two additional renewals)

Budget Reference (page number): 338

Funding Source: Multiple Funds

If Multiple Funds utilized, list here:

100, 200, 410, 460, 600

Budgeted; if No, attach Budget Adjustment Form: Yes

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

Staff Recommendation(s): Staff recommends Approving Professional Services Agreement C2019-087 with Montgomery Engineering & Management, L.L.C. for Civil Engineering Services in the amount not to exceed \$105,000.00 over the three year term.

List Attachment(s): Professional Services Agreement C 2019-087

SUGGESTED MOTION (for Council use): Move to Approve Professional Services Agreement C2019-087 with Montgomery Engineering & Management, L.L.C. for Civil Engineering Services in the amount not to exceed \$105,000.00 over the three year term.

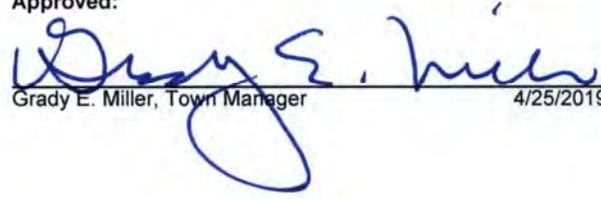
Prepared by:

Justin Weldy, Public Works Director 3/27/2019

Director's Approval:


Justin Weldy, Public Works Director 3/27/2019

Approved:


Grady E. Miller, Town Manager 4/25/2019

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
MONTGOMERY ENGINEERING & MANAGEMENT, L.L.C.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of May 7, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Montgomery Engineering & Management, L.L.C., a(n) Arizona limited liability company (the "Vendor").

RECITALS

A. Pursuant to Section 7.1 of the Town's Procurement Policy and Section 3-3-26 of the Town Code, the Town may directly select certain vendors for professional and technical services.

B. The Town desires to engage the Vendor to provide civil engineering services, including, but not limited to, civil engineering plans, specifications, construction details and/or construction documents, engineering estimates, and surveying for various Town projects (the "Services").

C. The Town desires to enter into an Agreement with the Vendor to perform the Services, more particularly set forth in Section 2 below.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until May 7, 2020 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up two successive one-year terms (the "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Vendor requests, in writing, to extend this Agreement for an additional one-year term and (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Vendor,

and with the agreement of the Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and the Renewal Term are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services as previously set forth herein. Services shall only be provided when the Town identifies a need and proper authorization and documentation have been approved. For project(s) determined by the Town to be appropriate for this Agreement, the Vendor shall provide the Services to the Town on an as-required basis relating to the specific Services as may be agreed upon between the parties in writing, in the form of a written acknowledgment between the parties describing the Services to be provided (each, a "Work Order"). Each Work Order issued for Services pursuant to this Agreement shall be (i) in the form provided and approved by the Town for the Services, (ii) contain a reference to this Agreement and (iii) be attached to hereto as Exhibit B and incorporated herein by reference. By signing this Agreement, Vendor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. The Town does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.

3. Compensation. The Town shall pay the Vendor an aggregate amount not to exceed \$105,000.00 at the rates set forth in the Fee Proposal attached hereto as Exhibit A and incorporated herein by reference.

4. Payments. The Town shall pay the Vendor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. This Agreement must be referenced on all invoices.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Vendor Personnel. Vendor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Vendor agrees to assign specific individuals to key positions. If deemed qualified, the Vendor is encouraged to hire Town residents to fill vacant positions at all levels. Vendor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Vendor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

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

8. Licenses; Materials. Vendor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor. The Town has no obligation to provide Vendor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Vendor.

9. Performance Warranty. Vendor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

10. Indemnification. To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, breach of contract, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Vendor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Vendor from,

nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Vendor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Vendor. Vendor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Vendor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Vendor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Agreement and insurance requirements set forth herein protecting the Town and Vendor. Vendor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Vendor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Vendor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Vendor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Vendor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Vendor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Vendor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Vendor's owned, hired and non-owned vehicles assigned to or used in the performance of the Vendor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Vendor engages in any professional services or work in any way related to performing the work under this Agreement, the Vendor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Vendor, or anyone employed by the Vendor, or anyone for whose negligent acts, mistakes, errors and omissions the Vendor is legally

liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

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

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

12. Termination; Cancellation.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Vendor of written notice by the Town. Upon termination for convenience, Vendor shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Vendor for the undisputed portion of its fee due as of the termination date.

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

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

or a Vendor to any other party of this Agreement with respect to the subject matter of this Agreement.

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

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Vendor fully informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Vendor shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Vendor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Vendor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Vendor, its employees or subcontractors. The Vendor, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Vendor meets the requirements as agreed in Section 2 above and in Exhibit A. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Vendor do not intend to nor will they combine business operations under this Agreement.

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

13.3 Laws and Regulations. Vendor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for

whom the Vendor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Vendor.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Vendor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Agreement by Vendor.

13.9 Subcontracts. No subcontract shall be entered into by the Vendor with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Vendor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Vendor.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to

exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Vendor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Vendor any amounts Vendor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Vendor any amounts Vendor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

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

If to the Town: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Grady E. Miller, Town Manager

With copy to: Pierce Coleman PLLC
4711 East Falcon Drive, Suite 111
Mesa, Arizona 85215
Attn: Aaron D. Arnson, Town Attorney

If to Vendor: Montgomery Engineering & Management, LLC
16716 East Parkview Avenue, Suite 204
Fountain Hills, Arizona 85268
Attn: Dave Montgomery

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

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

13.16 Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under subsection 13.17 below, Vendor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Vendor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration

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

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

13.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Proposal, any Town-approved invoices, and the RFP, the documents shall govern in the order listed herein.

13.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGES]

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

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Grady E. Miller, Town Manager

ATTEST:

Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

Aaron D. Arnson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, 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]

CB
4/25/19

“Vendor”

MONTGOMERY ENGINEERING & MANAGEMENT, L.L.C,
a(n) Arizona limited liability company

By: 

Name: David R. Montgomery

Title: President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On 4.24.19, 2019, before me personally appeared David R. Montgomery the President of MONTGOMERY ENGINEERING & MANAGEMENT, L.L.C., a(n) Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the President of the limited liability company.



(Affix notary seal here)

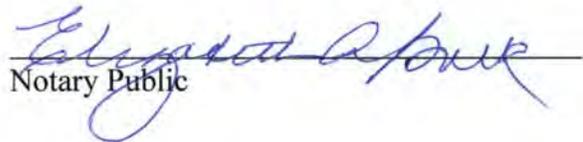

Notary Public

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
MONTGOMERY ENGINEERING & MANAGEMENT, L.L.C.

[Fee Proposal]

See following pages.



MONTGOMERY

ENGINEERING & MANAGEMENT, L.L.C.

April 18, 2019

Mr. Justin Weldy, Public Works Director
16705 E. Avenue of the Fountain
Fountain Hills, AZ 85268

Re: Professional Services Contract Fee Schedule

Mr. Weldy,

Professional services offered by Montgomery Engineering & Management, L.L.C. will be based on hourly fees for work performed as follows:

<u>Discipline</u>	<u>2019 rate</u>
Structural Engineer, P.E.	\$140/ hour
Civil Engineer, P.E.	\$140/ hour
CAD Technician	\$85/ hour
Office Manager and Clerical	\$45/ hour

Consultants will not be provided under this contract.

The above rates will increase 5% above the previous year at the end of each fiscal year. If work billed is less than \$30,000 per fiscal year, Town shall pay consultant an additional fee calculated at 10% times \$30,000 less the amount billed for the fiscal year, this fee is above and beyond the hourly rate to compensate for additional insurance fees required.

Printing costs and other typical office expenses will be billed at cost plus 10%.

Thank you for the opportunity to present the proposed fees. We look forward to working with you on town projects.

Sincerely,

David R. Montgomery, P.E.
President



CONTRACT/GRANT INFORMATION SHEET - NEW CONTRACT

Date: 4/24/2019			
Staff's Name: Justin T. Weldy		Department: Public Works	
Vendor's Name: Montgomery Engineering & Management, LLC		Vendor Number:	1052
Address: 6716 E. Parkview Ave, Suite 204, Fountain Hills, AZ 85268			
Phone: 480-831-1845			
Received W9: <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> ALREADY IN SYSTEM			
Business License #: Pending 417		Exp. Date: 02-28-2020	

ACCOUNTING SUMMARY	Org	Object	Project/#	\$
Accounting Code:				
Accounting Code:				
Accounting Code:				
TBD(used for variety of different things/departments/funds):	Various	6408		35,000.00

CONTRACT SUMMARY

Contract Number Assigned:	C2019-087		
Current Contract Total:	35,000.00	Total Contract Amount with Renewals:	105,000.00
Brief Description of Service:	Civil Engineering Services		
If Renewable:	Original	Total # of Renewals Max:	3
FY Cumulative Vendor Totals:	Does this Contract put it over \$50,000	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Contract Beginning Date:	5/7/2019		
Contract Expiration Date:	5/7/2020		
Budgeted Expenditure:	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Budget Page #:	217		
Approved by Council:	<input checked="" type="checkbox"/> Yes; Date: 05-07-2019	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Insurance Certificate provided:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Warranty Period:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If Yes, expires
Estimated Start Date:	5/7/2019		
Estimated Completion Date:	5/7/2020		

GRANT SUMMARY

Paid for by Grant:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Grantee:		
Grant Number Assigned:	Resolution Number:	
Date Council Approved:		

REQUEST FOR LEGAL SERVICES

Name/Phone Number/E-mail of Requestor: Justin T. Weldy jweldy@fh.az.gov 480-816-5133	Date of Request: 3/27/2019 Date Director Approved Request: 3/27/2019
Procurement Approval by: Craig Rudolphy 3/27/2019 Yes <input checked="" type="checkbox"/> No: <input type="checkbox"/> - Contact Finance Director	Due Date (From Town Attorney's office): 4/10/2019 <ul style="list-style-type: none"> Deadline for return of request from Legal is 10 business days after Procurement Approval. Deadline for completed packet items submitted to the Town Clerk - 12 PM the Wednesday 2 weeks prior to the date of the Council meeting.
Council Meeting Date: 5/7/2019 Item <u>does not</u> require Council approval <input type="checkbox"/>	
Request for Legal staff: Prepare a PSA for civil engineering services, specifically but not inclusive to, civil engineering plans, specifications, construction details and/or construction documents, engineering estimates, and surveying for any Town project.	
Proposed Agenda Language (if applicable): Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> CONSIDERATION of approving Contract C2019-075 with Montgomery Engineering & Management, LLC, for Civil Engineering Services.	
Vendor/Consultant/Agreement/Agency Information: Contact Name: <u>Dave Montgomery</u> Entity Name: <u>Montgomery Engineering & Management, LLC</u> Entity Address: <u>16716 E. Parkview Ave, Suite 204, Fountain Hills, AZ 85268</u> Entity Phone, Fax and E-mail address: <u>Dave@civilaz.com</u> Town of Fountain Hills Business License Number: <u>417</u> Arizona Corporation Commission File Number: <u>L08147192</u>	
Documents Requested: <input type="checkbox"/> Ordinance # _____ (Draft attached Y / N) Publication Dates for Zoning Actions: _____ <input type="checkbox"/> Resolution # _____ (Draft attached Y / N) <input type="checkbox"/> Easement _____ (Specify Type) <input type="checkbox"/> Deed _____ (Specify Type) <input type="checkbox"/> IGA / Amendment (Corresponding Resolution Required) <input checked="" type="checkbox"/> PSA / Amendment	<input type="checkbox"/> PA (Purchase) / Amendment <input type="checkbox"/> IFB (Invitation for Bid) <input type="checkbox"/> RFQ (Request for Qualifications) <input type="checkbox"/> RFP (Request for Proposals) <input type="checkbox"/> CSA (Construction) / Amendment <input type="checkbox"/> QSP _____ <input type="checkbox"/> Cooperative Purchasing Agreement Approval _____ <input type="checkbox"/> Other _____
Required Contract/Agreement Information: Method of Vendor Selection: <u>Direct</u> Term of Contract/Agreement: <u>Three years</u> Contract Amount (this contract): <u>35,000 Annually</u> Cumulative Contract Amount: <u>105,000</u> Brief description of services/goods being sought: <u>Civil Engineering services</u> Contract # assigned: <u>C2019-075</u> Funding Source: <u>Multiple</u> Project No. <u>NA</u> Budget Transfer Required: <u>NA</u> ; if yes, attach appropriate documentation	
----- Staff Check List: A "request for legal services form" will be returned if submitted without the necessary information and attachments. *Scope of Work or Specifications Attached *Fee Proposal or Price Sheet Attached *Proposal or Statement of Qualifications from Vendor Attached *Bid/RFQ/RFP Schedule Attached *QSP Document Attached *Underlying Cooperative Purchasing Agreement	



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 5/7/2019

Meeting Type: Regular

Agenda Type: Regular

Submitting Department: Administration

Staff Contact Information: Elizabeth A. Burke, Town Clerk, 480-816-5115; eburke@fh.az.gov

REQUEST TO COUNCIL (Agenda Language): DISCUSSION with possible direction relating to any item included in the League of Arizona Cities and Towns' weekly Legislative Bulletin(s) or relating to any action proposed or pending before the State Legislature.

Applicant: NA

Applicant Contact Information: NA

Owner: N/A

Owner Contact Information: NA

Property Location: NA

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

Staff Summary (background): This agenda item will appear on the Regular Meeting agendas through the end of this year's Legislative session. It is intended to provide an opportunity for Council to discuss any proposed or pending legislation before the State Legislature, and possibly take action in response thereto.

Risk Analysis (options or alternatives with implications): NA

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

Budget Reference (page number): NA

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): NA

Staff Recommendation(s): Approve

List Attachment(s):

SUGGESTED MOTION (for Council use): Council may give direction to the Town Manager to express a position to the Legislature or other body with respect to any item on the League update.

Prepared by:

Approved:

Elizabeth A. Burke, Town Clerk

4/29/2019


Grady E. Miller, Town Manager

4/29/2019